

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
CAMDEN DIVISION**

BHUPENDRA KHONA, JENNIFER LUDGATE, BRIAN MANN, and LUCIA LUONG Individually and On Behalf of a Class of Similarly Situated Individuals,

Plaintiffs,

v.

SUBARU OF AMERICA, INC.,

Defendant.

Case No.:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT AND JURY DEMAND

Plaintiffs Bhupendra Khona, Jennifer Ludgate, Brian Mann, and Lucia Luong (“Plaintiffs”) bring this action against Subaru of America Inc. (“Defendant” or “Subaru”), by and through their attorneys, individually and on behalf of all others similarly situated, and allege as follows:

INTRODUCTION

1. Plaintiffs bring this action individually and on behalf of all similarly situated persons (“Class Members”) who purchased or leased 2015 through 2016 Subaru Outback or Legacy vehicles nationwide (“Class Vehicles”) that were designed, manufactured, distributed, marketed, sold and leased by Defendant Subaru of America, Inc. (“Defendant” or “Subaru”).

2. Beginning in 2014, if not before, Defendant knew that the Class Vehicles contain one or more design and/or manufacturing defects that can cause the windshield to crack, chip and/or fracture (“Windshield Defect”).

3. Numerous Class Vehicle owners have reported that their windshields failed for no reason at all; others have reported windshield failure as a result of circumstances that would not cause a non-defective windshield to fail, such as a very slight impact. On information and belief, replacement windshields provided by Defendant suffer from the same Defect, forcing some Class Vehicle owners to replace their windshields multiple times. On information and belief, in an egregious breach of its duties under the law, Defendant has caused its dealers to systematically deny valid warranty claims, often times claiming that failure caused by the Defect is instead the result of some external factor not covered under warranty. One owner complained to the National Highway Traffic Safety Administration (“NHTSA”) as follows:

NHTSA Complaint, October 12, 2015, ID No. 10781453: OUR 2015 SUBURU OUTBACK WAS PURCHASED IN APRIL 2015. IN JULY, THE WINDSHIELD CRACKED (RIGHT UP THE MIDDLE AND THEN, BRANCHED OUT TO BOTH SIDES) RIGHT BEFORE OUR EYES IN THE PARKING LOT OF THE ZOO. NO IMPACT OF ANY DEBRIS WAS HEARD OR EVIDENT. WE HAD THE WINDSHIELD REPLACED AFTER SUBURU DETERMINED A POINT OF IMPACT FROM DEBRIS. WE DID NOT AGREE, BUT WE NEEDED A NEW WINDSHIELD, SO WE PAID FOR IT. ON OCTOBER 8, AFTER GETTING INTO CAR AT WORK PARKING LOT, ANOTHER CRACK WAS DISCOVERED AND MATCHED THE JULY'S CRACK EXACTLY. AGAIN, NO IMPACT OF DEBRIS AND THE START OF THE CRACK STARTS AT THE VERY BOTTOM OF THE WINDSHIELD. I VISITED SUBURU THIS MORNING FOR ROUTING MAINT AND THEY INFORMED ME OF NO RECALL AND DIDN'T DO ANYTHING ABOUT IT. I AM REPLACING THE WINDSHIELD, AGAIN, IN A COUPLE OF DAYS. I SUSPECT THERE IS SOMETHING WRONG WITH THE MANUFACTURING OR DESIGN OF THE OUTBACK.

As discussed in greater detail below, in about October of 2015, Defendant admitted the existence of a defect. However, rather than offer to fix the Class

Vehicles free of charge, Defendant has instead fraudulently misrepresented the nature and scope of the defect, consistently denied valid warranty claims, and merely replaced defective windshields with other similarly defective windshields. The goal of this litigation is to remedy this fraudulent conduct.

4. The Windshield Defect poses an extreme safety hazard to drivers, passengers, and pedestrians. A spontaneously shattering or cracking windshield can impair the driver's view and cause driver distraction. It may also result in dislodged glass that can cause cuts, eye damage, and other injuries.

5. In addition, the windshield is a vital component of a vehicle's safety restraint system, which also includes airbags and seatbelts. These safety features, including the windshield, are all part of a safety network. Each individual component of this network is dependent on the others functioning properly. If there is a compromise or weakness in just one aspect of the network, the likelihood of other parts not working properly is increased. All components of a vehicle's safety restraint system are designed to work together to keep vehicle occupants within the relative safety of the passenger compartment during collision or roll over.

6. The windshield provides support that a passenger-side airbag needs to deploy properly. If the windshield is compromised, the airbag may be useless in a collision. Similarly, the windshield provides much of the roof support for most vehicles. As a result, the windshield is a crucial component in preserving the structural integrity of the vehicle's passenger compartment during roll-overs in that the windshield supports the roof, thereby keeping the roof from collapsing and crushing the driver and passengers.

7. In addition to these obvious safety hazards, the cost to repair the Windshield Defect can be exorbitant, requiring consumers to pay significant sums over the life of their Class Vehicles.

8. Plaintiffs are informed and believe, and based thereon allege, that Defendant knew the Class Vehicles were defective and not fit for their intended purpose of providing consumers with safe and reliable transportation at the time of the sale and thereafter. Defendant has actively concealed the true nature and extent of the Windshield Defect from Plaintiffs and the other Class Members, and failed to disclose it to them, at the time of purchase or lease and thereafter. Had Plaintiffs and prospective Class Members known about the Windshield Defect, they would not have purchased the Class Vehicles or would have paid less for them.

9. Plaintiffs are informed and believe, and based thereon allege, that despite notice of the Windshield Defect from, among other things, pre-production testing, numerous consumer complaints, warranty data, and dealership repair orders, Defendant has not recalled the Class Vehicles to repair the Defect, has not offered its customers a suitable repair or replacement free of charge, and has not offered to reimburse all Class Vehicle owners and leaseholders the costs they incurred relating to diagnosing and repairing the Windshield Defect.

10. Subaru knew of and concealed the Windshield Defect that is contained in every Class Vehicle, along with the attendant dangerous safety problems and associated repair costs, from Plaintiffs and the other Class Members both at the time of sale and repair and thereafter. As a result of their reliance on Defendant's omissions and/or misrepresentations, owners and/or lessees of the Class Vehicles have suffered ascertainable loss of money, property, and/or loss in value of their Class Vehicles.

11. Plaintiffs bring this action against Defendant for violation of (1) New Jersey's Consumer Fraud Act N.J. Stat. Ann. § 56:8-1 *et. seq.*; (2) Breach of Express Warranty (N.J. Stat. Ann. 12A:2-313); (3) Breach of Implied Warranty of Merchantability (N.J. Stat. Ann. §12A:2-314); (4) New York's General Business Law for Deceptive Acts or Practices § 349; (5) Breach of Express Warranty (N.Y. U.C.C. § 2-313); (6) the California Consumers Legal Remedies Act, California Civil Code sections 1750 *et seq.*; (7) the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*; (8) the California Song-Beverly Consumer Warranty Act, California Civil Code §§ 1792 and 1791.1 *et seq.*, and Cal. Comm. Code §2314; (9) Breach of Express Warranty, Cal. Comm. Code §2313; (10) common law fraudulent omission; (11) Breach of Written Warranty Under the Magnuson-Moss Warranty Act (15 U.S.C. §2301, *et seq.*); and (12) Breach of Implied Warranty Under the Magnuson-Moss Warranty Act (15 U.S.C. §2301, *et seq.*) on behalf of themselves and all others similarly situated. Plaintiffs seek for themselves and the class actual damages, statutory damages, injunctive relief, costs, attorneys' fees and such other relief as may be just and appropriate.

PARTIES

Plaintiff Bhupendra Khona

12. Plaintiff Bhupendra Khona is a New Jersey citizen who lives in Voorhees, New Jersey. In or about March of 2015, Mr. Khona purchased a new 2015 Subaru Legacy from Subaru of Cherry Hill in Cherry Hill, New Jersey. At the time of purchase, Mr. Khona test drove the vehicle, spoke with the dealer sales representative and viewed the sticker posted on the side window of the vehicle. Mr. Khona's vehicle was designed, manufactured, sold, distributed, advertised, marketed and warranted by Subaru.

13. In or around April of 2017, a crack appeared on the bottom of the driver's side of the vehicle's windshield and began to spread up towards the ceiling of the vehicle. At no point prior to this time did Mr. Khona witness anything strike the windshield, nor was there any sign of an impact that he could see. Shortly thereafter, Mr. Khona brought the vehicle to Subaru of Cherry Hill, in Cherry Hill, New Jersey where the service representative who inspected the windshield ran a ballpoint pen along the crack. Based on this test, the service representative claimed that the crack in the windshield was caused by an impact and denied warranty coverage. At the time that Mr. Khona was denied warranty coverage, his vehicle was within the New Car Limited Warranty of three (3) years/36,000 miles. Mr. Khona subsequently took the vehicle to Safelight AutoGlass in Cherry Hill New Jersey where he paid roughly \$400.00 to replace the windshield.

14. At all times, Mr. Khona has driven the vehicle in a foreseeable manner and in the manner in which it in was intended to be used.

Plaintiff Jennifer Ludgate

15. Plaintiff Jennifer Ludgate is New York citizen who lives in Staten Island, New York. In or about June 2015, Ms. Ludgate purchased a new 2015 Subaru Outback from Staten Island Subaru in Staten Island, New York. At the time of purchase, Ms. Ludgate test drove the vehicle, spoke with the dealer sales representative and viewed the sticker posted on the side window of the vehicle. Because safety is important to Ms. Ludgate, she purchased a vehicle equipped with "Eyesight Driver Assist Technology," a crash prevention feature which monitors traffic movement, optimizes cruise control, and warns the driver if the vehicle sways out of its lane ("Eyesight Feature"). Ms. Ludgate's vehicle was designed, manufactured, sold, distributed, advertised, marketed and warranted by Subaru.

16. One morning in August of 2017, Ms. Ludgate noticed a crack originating in the bottom center portion of her windshield. At no point prior to this time did Ms. Ludgate witness anything strike the windshield, nor was there any sign of an impact that she could see. Ms. Ludgate took the vehicle to Staten Island Subaru and the dealer claimed there was a very slight chip in the lower black portion of the windshield which indicated the crack was the result of an outside influence. As a result, Ms. Ludgate was informed that she was not eligible for warranty coverage. Ms. Ludgate complained and was provided a \$500 goodwill coupon. Ms. Ludgate had her windshield replaced at an out-of-pocket cost of \$107.69 after application of the \$500 coupon. At the time that Ms. Ludgate was denied warranty coverage, her vehicle was within the New Car Limited Warranty of three (3) years/36,000 miles.

17. At all times, Ms. Ludgate drove her vehicle in a foreseeable manner and in the manner in which it in was intended to be used.

Plaintiff Lucia Luong

18. Plaintiff Lucia Luong is a California citizen who lives in Santa Maria, California. Ms. Luong purchased a new 2015 Subaru Outback from Puente Hills Subaru in City of Industry, California, in February of 2015. Prior to purchase, Ms. Luong researched her vehicle on the Internet, including the Subaru website. In addition, she viewed Youtube videos regarding the Outback to compare older models with the 2015 model. At the time of purchase, Ms. Luong test drove the vehicle, spoke with the dealer sales representative and viewed the "Monroney" sticker posted on the side window of the vehicle. Because safety is important to Ms. Luong, she purchased a vehicle with the Eyesight Feature. Ms. Luong purchased her vehicle primarily for personal, family or household purposes. Ms.

Luong's vehicle was designed, manufactured, sold, distributed, advertised, marketed and warranted by Subaru.

19. In about March of 2017, Ms. Luong noticed a crack that had spontaneously appeared on her windshield from the center base upward. At no time prior to noticing this crack did Ms. Luong witness the windshield sustain an impact; indeed, Ms. Luong had not even driven the vehicle the day before the crack appeared. Ms. Luong had her vehicle inspected by a representative of Rancho Grande Subaru in San Luis Obispo and was refused warranty coverage. At the time that Plaintiff Luong was denied warranty coverage, her vehicle was within the New Car Limited Warranty of three (3) years/36,000 miles.

20. At all times, Ms. Luong has driven her vehicle in a foreseeable manner and in the manner in which it in was intended to be used.

Plaintiff Brian Mann

21. Plaintiff Brian Mann is a California citizen who lives in Santa Clara, California. Mr. Mann purchased a new Subaru Outback from Stevens Creek Subaru in San Jose, California, in April 2016. Prior to purchase, Mr. Mann researched his vehicle on the Internet, including the Subaru website. At the time of purchase, Mr. Mann test drove the vehicle, spoke with the dealer sales representative and viewed the "Monroney" sticker posted on the side window of the vehicle. Because safety is important to Mr. Mann, he purchased a vehicle with the Eyesight Feature. Mr. Mann purchased his vehicle primarily for personal, family or household purposes. Mr. Mann's vehicle was designed, manufactured, sold, distributed, advertised, marketed and warranted by Subaru.

22. In about February of 2017, Mr. Mann was driving his vehicle and noticed a small crack on the lower right passenger side of his windshield about four to five inches above the bottom portion of the windshield. He did not see

anything impact the windshield. Within ten minutes of driving a foot-long crack had formed; within 24 hours the crack grew to approximately two feet. Mr. Mann had his vehicle inspected by a representative of Stevens Creek Subaru and was refused warranty coverage. Mr. Mann had a replacement windshield installed for which he paid a \$500 insurance deductible out-of-pocket. At the time that Plaintiff Mann was denied warranty coverage, his vehicle was within the New Car Limited Warranty of three (3) years/36,000 miles.

23. At all times, Mr. Mann has driven his vehicle in a foreseeable manner and in the manner in which it was intended to be used.

Defendant

24. Defendant, Subaru of America, Inc., is a New Jersey corporation with its principal place of business located at 2235 Route 70 West, Cherry Hill New Jersey, 08002 and doing business in New Jersey and throughout the United States.

25. Defendant is responsible for the design, manufacture, distribution, marketing, sale and lease of the Class Vehicles.

26. Whenever, in this Complaint, reference is made to any act, deed or conduct of Defendant, the allegation means that Defendant engaged in the act, deed, or conduct by or through one or more of its officers, directors, agents, employees or representatives who was actively engaged in the management, direction, control, or transaction of the ordinary business and affairs of Defendant.

JURISDICTION

27. This Court has subject matter jurisdiction over this class action under the Class Action Fairness Act, 28 U.S.C. § 1332(d). The aggregated claims of the individual class members exceed the sum value of \$5,000,000, exclusive of interests and costs. There are more than 100 Class Members. At least one Class Member is a citizen of a different state than the Defendant.

28. This court also has federal question jurisdiction over this action under 28 U.S.C. §1331 because Plaintiffs' claims under the Magnuson-Moss Act arise under federal law, 15 U.S.C. § 2301, *et seq.* This Court has personal jurisdiction over Defendant because it is a duly organized New Jersey corporation with its principle place of business located in Cherry Hill, New Jersey.

VENUE

29. Venue is proper in this District because Defendant resides in this district within the meaning of 28 U.S.C. §1391 and a substantial part of the acts and omissions alleged herein took place in this District, as the Class Vehicles are were and are regularly advertised, marketed, sold / leased and serviced in this District through Defendant's network of dealers. Plaintiffs' counsel's Declaration of Venue, to the extent required under California Civil Code section 1780(d), is attached hereto as Exhibit 1.

FACTUAL ALLEGATIONS

30. For years, Subaru has designed, manufactured, distributed, sold, and leased the Class Vehicles. Upon information and belief, it has sold, directly or indirectly through dealers and other retail outlets, many thousands of Class Vehicles in California.

31. The Windshield Defect causes the Class Vehicles' front windshield to crack, chip and/or fracture for no reason at all and/or under circumstances that would not cause non-defective windshields to similarly fail. The Windshield Defect presents a safety hazard that renders the Class Vehicles unreasonably dangerous to consumers due to, *inter alia*, the impact of the Defect on visibility as well as the Class Vehicles' structural integrity, and the potential for injury.

Subaru's Sham Warranty Extension Program

32. In around the fall of 2015, Subaru purported to extend the original New Car Limited Warranty of three (3) years/36,000 miles to five (5) years/unlimited miles for front windshield failure pursuant to Service Bulletin 12-192-15R. The warranty extension provided for one replacement windshield to be provided under certain very limited circumstances to a subset of Class Vehicles produced prior to August/September of 2015. The warranty extension applies to vehicles equipped with the windshield wiper deicer feature, which is incorporated into the blackened bottom portion of the windshield. Eligibility for coverage under the warranty extension is expressly limited to vehicles with damage in the lower deicer area of the windshield or a crack in the class that passes through that area.

33. Some, but not all Class Vehicle owners and lessees were informed of the warranty extension via a customer letter sent by Defendant in about October of 2015 after the purchase of their vehicles. Thousands of class members are not included in the warranty extension and were not informed of it. Moreover, on information and belief not all of those covered by the warranty extension were informed of it. For example, although Plaintiff Luong's VIN is within the range of vehicles covered under the warranty extension, she never received notice of it to the contact address provided to Subaru when she purchased her vehicle, which address was and is actively monitored for mail respecting Ms. Luong. Mr. Mann's VIN is not within the range of vehicles covered under the warranty extension.

34. On information and belief and based on the investigation of counsel, the warranty extension letter is false and misleading, and the warranty extension itself is a wholly inadequate and illusory sham remedy for the Windshield Defect.

35. The warranty extension letter claims that the Defect is limited to the lower deicer area of the windshield and that damage to other areas of the

windshield, regardless of the cause, do not result from a manufacturing defect and consequently are not eligible for coverage under the vehicle's original limited warranty or the warranty extension. On information and belief, this is false and misleading. As a result of the Windshield Defect, the entire windshield of the Class Vehicles is defective.

36. The warranty extension letter also states that if an impact is severe enough to cause glass penetration, starring, or other severe damage, it is not caused by the Defect since such an impact would also result in damage to the windshield even at its normally expected strength. On information and belief, this is also false and misleading. On information and belief, as a result of the Windshield Defect, the Class Vehicles' windshields will fail (i.e., crack, chip, fracture, star, etc.) as a result of circumstances that would not cause non-defective windshields to fail.

37. When vehicles are brought in for repair under warranty, Defendant's dealers search for any excuse to deny coverage, often claiming that an impact caused the failure, notwithstanding the fact that the customer witnessed no impact, there is no visual evidence of an impact, or that any impact was so slight it should not have caused the windshield to fail. On information and belief, Defendant's dealers' systematic denial of valid coverage claims is part of a concerted effort orchestrated by Defendant to minimize the cost of warranty claims.

38. Moreover, on information and belief, when windshield repairs are performed by Defendant's dealers (for charge, or free of charge under the New Vehicle Limited Warranty or under the warranty extension, or as goodwill, as the case may be), defective windshields are merely replaced with similarly defective windshields. Although Subaru claims to have developed an "enhanced" windshield, on information and belief any enhancement was nonmaterial and did not resolve the Defect, and all the windshields in all the Class Vehicles, and all the

replacement windshields provided by Subaru, are defective. Plaintiff Brian Mann owns a vehicle made after the production date cut-off for the warranty extension based upon its VIN, that on information and belief was equipped with an “enhanced” windshield, that failed. Based on the investigation of counsel, many other Class Members with vehicles that post-date the production cut-off for the warranty extension, and/or who received replacement windshields after the introduction of Subaru’s allegedly “enhanced” windshield, have similarly experienced the Windshield Defect. The following complaints provide illustrative examples:

- NHTSA Complaint, November 5, 2016, ID No. 10924455: FRONT WINDSHIELD CONTINUES TO CRACK CAUSING STRUCTURAL DEFECT IN VEHICLE. RECALL SUBARU 12-192-15R EXTENDED WARRANTY ONE TIME. WINDOW REPLACEMENT HAS CRACKED A TOTAL OF 6 TIMES IN 18,000 MILES.
FRONT WINDOW CRACKED 4 TIMES WHILE VEHICLE WAS MOVING WITH NO APPARENT OBJECT BEING HIT. FRONT WINDOW CRACKED 2 TIMES WHILE BEING PARKED.
REPEATED ISSUES NOTED IN WWW.SUBARUOUTBACK.ORG FOR MODEL YEARS 15, 16, AND 17.
- NHTSA Complaint, March 1, 2016, ID No. 10839200: CRACK IN WINDSHIELD HAD CRACKS APPEAR IN WINDSHIELD ON 2 SEPARATE DAYS IN JAN. 2016 . HAD THE WINDSHIELD REPLACED IN MID JAN BY SUBARU DEALER. ON FEB 25 WHILE DRIVING ON I-95 IN GA. ANOTHER CRACK APPEARED IN NEW WINDSHIELD WITH NO APPARENT CAUSE . WE WERE DRIVING ABOUT 70 MPH AT ABOUT 70 MPH.
- NHTSA Complaint, May 3, 2016, ID No. 10862777: SECOND WINDSHIELD CRACK IN 10 DAYS. WHILE DRIVING ON INTERSTATE IN THE RAIN, I TURNED ON THE FRONT

DE-FOGGER. APPROX 20 SECONDS LATER THE WINDSHIELD CRACKED FROM THE CENTER BOTTOM UP AND TOWARD THE DRIVERS SIDE. CRACK CURRENTLY EXTENDS UP ABOUT 8 INCHES. AS BEFORE, THERE WAS NO STRIKE THAT CAUSED THIS AND PAVEMENT WAS CLEAN AND SMOOTH. THIS WAS A NEW SUBARU BRANDED WINDSHIELD THAT WAS INSTALLED LITERALLY 4 DAYS AGO. GOING BACK IN TO THE SERVICE DEPT FOR REPAIR AS SOON AS POSSIBLE.

- Carcomplaints.com Complaint, February 17, 2016: The 2016 Outback was parked in a temperature controlled garage for 3 days. We had gone down various times over those 3 days to get things out of the car, put things in the car etc. On the 4th day, went to leave for work and saw a massive crack in the windshield that started on the passenger pillar. The crack was fairly straight, little curve to it, and about 16"-18". The car was never struck with anything, this crack just appeared. Went to the dealer and they said it seemed like there was something small on the pillar that resembled a strike (although I know for a fact, there was no strike!). Called SOA, as this seems to be a major issue for Gen 5 Outbacks, and they replaced it as a "good faith one time replacement". Now just 2,000 miles later, a small pebble made a "tink" sound with basically no spidering from the impact, and the new windshield is now cracked on the drivers side. The crack got to about 10" within less than 5 minutes. The impact was on the drivers side pillar, and within mere minutes a major crack again! We've been driving the same roads for nearly 40 years and never had a windshield cracked ever, let alone 2 on the same car! This seems to be a major issue with the Gen 5 Outbacks, after reading hundreds of complaints and similar issues on the <http://www.subaruoutback.org/> forum site. This is making us question our decision of buying a Subaru, as this is our first one. If this happens a 3rd time, we will probably get rid of the car, even though we love it. Huge safety hazard! (https://www.carcomplaints.com/Subaru/Outback/2016/windows_windshield/windshield_crack.shtml).

- Carcomplaints.com Complaint, May 7, 2016: This is my third windshield crack within 15 months of purchasing a new 2015 Subaru Outback. Subaru refused to replace the windshield free this time because they said the last replaced windshield was the "enhanced" windshield. Well, the enhanced windshield has exactly the same problem as the original. Any small ding in the deicer area will crack the windshield. but if the ding happens in other areas, the windshield won't crack. I talked to Subaru national office about the problem. They said they can't do anything unless they find other people also complain about the cracking problem with their "enhanced" windshield. So if you have the same problem, please report it. (https://www.carcomplaints.com/Subaru/Outback/2015/windows_windshield/cracks_easily.shtml).
- SubaruOutback.org Forum Posting, January 23, 2016: So, we just had a new windshield installed 2 weeks ago... After the factory one turned to a mess of cracks in just a few months. Well. There are already 2 big chips on the new one. One of which just happened 10 min ago. I BARELY even heard to rock hit, it was not big, and didn't hit hard at all... However it left a nasty chip right in front of my face that I'm sure will run. What the heck to these windshields suck so bad? (<http://www.subaruoutback.org/forums/138-gen-5-2015-present/213626-2015-outback-windshield-crack-62.html>).
- SubaruOutback.org Forum Posting, April 25, 2016: 3rd replacement windshield...The first 2 windshield cracks and replacements did not look like impact breaks but Subaru said they were...The dealership replaced the 2nd last Wed and 3 days later the 3rd windshield cracked when a small pebble kicked off a truck and hit the glass...I stopped by this morning to show them... going to try and have it repaired rather than replaced... but I can't keep buying new windshields. (<http://www.subaruoutback.org/forums/138-gen-5-2015-present/213626-2015-outback-windshield-crack-69.html>).

39. Subaru had and has a duty to fully disclose the true nature of the Windshield Defect and the associated repair costs to Class Vehicle owners, among other reasons, because the Defect poses an unreasonable safety hazard; because Subaru had and has exclusive knowledge or access to material facts about the Class Vehicles' front windshield that were and are not known to or reasonably discoverable by Plaintiffs and the other Class Members; and because Subaru has actively concealed the Windshield Defect from its customers. Because the windshield contained in each Class Vehicle is defective, each Class Vehicle windshield should be replaced by Subaru free of charge regardless of whether the windshield has failed, or the facts and circumstances surrounding any failure.

Subaru's Knowledge of the Defect

40. Plaintiffs are informed and believe, and based thereon allege, that, as early as 2014, if not before, Subaru became aware of the Windshield Defect through sources not available to Plaintiffs and Class Members, including, but not limited to, pre-production testing, pre-production design failure mode and analysis data, production design failure mode and analysis data, early consumer complaints made exclusively to Subaru's network of dealers and directly to Subaru, aggregate warranty data compiled from Subaru's network of dealers, testing conducted by Subaru in response to consumer complaints, and repair order and parts data received by Subaru from Subaru's network of dealers.

41. During the pre-release process of designing, manufacturing, engineering, and testing the Class Vehicles which would necessarily have taken place prior to 2015, Subaru, directly and/or through its agents or affiliated companies in the supply chain, necessarily would have gained comprehensive and exclusive knowledge about the Class Vehicle's windshields: the types and properties of materials used to make them, including their durability and whether

those materials would weaken over time regardless of wear and use; the basic engineering principles behind their construction; the forces and stresses the windshields would face; when and how the windshields would fail; and the cumulative and specific impacts on the windshields caused by wear and use, the passage of time, and environmental factors.

42. An adequate pre-release analysis of the design, engineering, and manufacture of the windshields used for the Class Vehicles would have revealed to Subaru that the windshields were insufficiently strong and durable for the intended use. Thus during the pre-release design stage of the Class Vehicles, Subaru would have known that the windshield chosen for the Class Vehicles was defective and would pose a safety risk to owners/lessees and the motoring public.

43. Upon information and belief, Subaru also would have known about the Windshield Defect because of the higher than expected number of replacement windshields ordered from Subaru, which should have alerted Subaru that this was a defective part. Upon information and belief, Subaru service centers use Subaru replacement parts that they order directly from Subaru. Therefore, Subaru would have detailed and accurate data regarding the number and frequency of replacement part orders, including replacement windshields. The ongoing high sales of replacement windshields was known to Subaru, and would have alerted Subaru that its windshields were defective and posed a safety risk early on.

44. Subaru also knew about the Windshield Defect because numerous consumer complaints regarding windshield failure were made directly to Subaru. The large number of complaints, and the consistency of their descriptions of windshield failure alerted Subaru to this serious Defect affecting the Class Vehicles. The full universe of complaints made directly to Subaru about the Windshield Defect is information presently in the exclusive custody and control of

Subaru and is not yet available to Plaintiffs prior to discovery. However, upon information and belief, many Class Vehicle owners complained directly to Subaru and Subaru dealerships and service centers about the repeated windshield failures their Vehicles experienced.

The NHTSA Complaints

45. Hundreds, if not thousands, of purchasers and lessees of the Class Vehicles have experienced the Windshield Defect. The below example complaints filed by consumers with the NHTSA and posted on the Internet, which on information and belief Subaru actively monitored during the relevant time period, demonstrate that the Defect is widespread and dangerous.

2015-2016 Subaru Outback NHTSA Complaints

- NHTSA Complaint, January 30, 2015, ID No. 10680025:
NOTICED AN 18 INCH CRACK IN MY 2015 SUBARU OUTBACK WINDSHIELD STARTING AT THE TOP UNDER THE HEATING ELEMENT TWO MONTHS AGO. WAS NOT HIT BY A ROCK AND NO IMPACT SPOT FOUND. HAD THE WINDSHIELD REPLACED THREE WEEKS AGO. WHILE DRIVING YESTERDAY, HEARD A CRACKING SOUND AND NOTICED A 12 INCH CRACK APPEAR IN THE LOWER LEFT (AGAIN, STARTING WHERE THE HEATING ELEMENT IS AND AGAIN, NO ROCK SOUND OR IMPACT SPOT). MY SISTER HAS THE EXACT SAME CAR WITH A CRACK IN THE *EXACT* SAME SPOT THAT DEVELOPED LAST WEEK OUT OF THE BLUE (I HAVE PHOTOS OF BOTH OF OUR CRACKS FOR COMPARISON). FROM DOING RESEARCH, IT SEEMS THIS IS A COMMON PROBLEM WITH SUBARU WINDSHIELDS (WWW.SUBAROUTBACK.ORG HAS SEVERAL FORUM THREADS DETAILING SIMILAR REPORTS). *TR
- NHTSA Complaint, February 9, 2015, ID No. 10682194:
WINDSHIELD DEVELOPED A CRACK WITH NO

NOTICEABLE IMPACT FROM DEBRIS. FIRST INCIDENT DECEMBER 1, 2014, WINDSHIELD REPLACED WITH IDENTICAL MODEL BY CARLEX (MINUS THE SUBARU OEM STICKER). THE REPLACEMENT WINDSHIELD HAS EXHIBITED THE SAME SYMPTOMS (DEVELOPED A CRACK WITH NO NOTICEABLE IMPACT) ON JANUARY 15, 2015. THIS SEEMS LIKE A SAFETY ISSUE FOR STRUCTURAL AND VISIBILITY REASONS. BOTH CRACKS BEGAN IN THE WINDSHIELD WIPER HEATER AREA. *TR

- NHTSA Complaint, February 16, 2015, ID No. 10683733: AFTER OWNING CAR ROUGHLY 1.5 MONTHS, FRONT WINDSHIELD DEVELOPED A ROUGHLY 15 - 20 INCH CRACK STARTING FROM TOP LEFT SIDE STARTING FROM THE EDGE, WORKING DOWN AND ACROSS. CRACK APPEARS TO HAVE STARTED IN THE EDGE HEATING ELEMENT. POSSIBLE MINOR ROCK SCRAPE, BUT NO "PIT" OR "STAR." *TR
- NHTSA Complaint, March 14, 2015, Id No. 10846433: TL* THE CONTACT OWNS A 2015 SUBARU OUTBACK. THE CONTACT STATED THAT WHILE DRIVING AT 65 MPH, THE CONTACT HEARD AN ABNORMAL NOISE COMING FROM THE WINDSHIELD AS IT BEGAN TO FRACTURE. THE VEHICLE WAS TAKEN TO A DEALER WHO DIAGNOSED THAT THE WINDSHIELD NEEDED TO BE REPLACED. THE VEHICLE WAS THEN TAKEN TO AN INDEPENDENT MECHANIC WHO REPLACED THE WINDSHIELD. HOWEVER, THE FAILURE REURRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 23,750. CHASSIS THAT IS CAUSING THE GLASS TO STRESS CRACK.
- NHTSA Complaint, April 2, 2015, ID No. 10703360: WAS STOPPED AT A RED LIGHT THIS MORNING AND MY WINDSHIELD SPONTANEOUSLY DEVELOPED AN 8 INCH CRACK. NO ROCK OR IMPACT. THIS IS THE

THIRD WINDSHIELD I WILL HAVE TO HAVE REPLACED ON THIS CAR IN FOUR MONTHS. *TR

- NHTSA Complaint, April 7, 2015, ID No. 1004311: WHILE DRIVING ON THE ACCESS ROAD AT AROUND 38MPH. A ROCK HIT THE WINDSHIELD AND CAUSED A 8INCH CRACK AT THE LOWER PART OF DRIVERS SIDE AND GOES UP INTO DRIVERS VISIBILITY. I HAVE HAVE OWNED A SUBARU IN THE PAST AND HAVE HAD SEVERAL WINDSHIELD INCIDENTS AND NEVER SEEN THIS HAPPEN OR SEVERE. I FEAR THAT THEIR IS A DEFECT IN THE WINDSHIELD AND SPOKE WITH SUBARU AND THEY ARE UNWILLING TO REPAIR IT OR TAKE ACTION TO THE SAFETY OF MY VEHICLE. *TR
- NHTSA Complaint, April 9, 2015: PURCHASED CAR NEW FROM DEALER. CAR HAD BEEN SITTING IN DRIVEWAY FOR 4-5 DAYS. I WENT OUTSIDE AND NOTICED A LONG HORIZONTAL CRACK IN THE WINDSHIELD RUNNING FROM HALF WAY UP DRIVERS SIDE TO THE MIDDLE OF THE GLASS. I DID NOT SEE OR HEAR ANYTHING HIT THE WINDSHIELD AT ANY TIME WHILE I HAD BEEN DRIVING, AND I CAN SEE NO CHIPS, PITS OR SCRATCHES IN THE WINDSHIELD. THERE ARE NUMEROUS REPORTS OF THESE "SPONTANEOUS" WINDSHIELD CRACKS FROM NEW OUTBACK OWNERS ON THE SUBARU OWNERS WEBSITE, SO I KNOW THIS IS NOT SOME RANDOM UNLUCKY EVENT. SOME OWNERS HAVE REPORTED 2-3 WINDSHIELD REPLACEMENTS CRACKING. SUBARU DEALERS REFUSE TO TAKE BLAME. THIS IS A SAFETY ISSUE THAT NEEDS TO BE ADDRESSED BY SUBARU!! *TR.
- NHTSA Complaint, April 13, 2015, ID No. 10705316: WINDSHIELD ON EYESIGHT EQUIPPED 2015 OUTBACK DEVELOPED A LARGE CRACK STARTING IN THE WIPER HEATING AREA JUST UNDER THE PASSENGER SIDE WIPER. THE CRACK APPEARED SPONTANEOUS

AS IT APPEARED WHILE THE CAR WAS PARKED AND WAS AT LEAST EIGHT INCHES LONG. BY THE NEXT MORNING WITH THE CAR REMAINING PARKED AND ONLY A FEW DEGREE TEMPERATURE CHANGE OVERNIGHT IT WAS AT LEAST 14 INCHES LONG. THE ONLY MARK ON THE GLASS I CAN FIND ALONG THE CRACK IS A MINUSCULE DOT THAT IS ABSOLUTELY NO LARGER THAN A GRAIN OF SAND IN THE WIPER HEATING AREA. IT IS A BARELY VISIBLE AND IS NOT EVEN AS DEEP AS A GRAIN OF SAND. IT WOULD BE INVISIBLE EXCEPT IN THE BRIGHTEST LIGHT AND IT SEEMS IMPOSSIBLE THAT IT COULD OR SHOULD BE RELATED TO THE CRACK. I HAVE DONE A QUICK SEARCH ONLINE AND AM FINDING AN INORDINATE NUMBER OF COMPLAINTS OF SPONTANEOUS CRACKING, OR CRACKING FROM ENTIRELY INSIGNIFICANT CHIPS ON OUTBACK WINDSHIELDS. MY OLDER OUTBACK HAS 160,000 MILES AND NUMEROUS PITS AND MARKS ON THE WINDSHIELD WITH NO CRACKING. DITTO WITH THE OLD LEGACY WAGON I OWNED BEFORE THAT. I'VE NEVER HEARD OF WINDSHIELDS CRACKING THE WAY THEY ARE ON THE NEW EYESIGHT EQUIPPED VEHICLES. I BELIEVE THERE IS A DEFECT IN MANUFACTURE THAT RESULTS IN THE WINDSHIELDS BEING UNDER ENORMOUS PRESSURE. IT IS ONLY A MATTER OF TIME BEFORE A SPONTANEOUS CRACK SHOOTS THROUGH SOMEONE'S LINE OF SIGHT AS THEY ARE DRIVING AND CAUSES AN ACCIDENT. SUBARU NEEDS TO BE ORDERED TO RECALL THESE VEHICLES AND FIND A WAY A TO PREVENT THIS. I FORESEE A CLASS ACTION SUIT PARTICULARLY IN LIGHT OF THOSE WHO HAVE REPORTED TWO OR THREE DESTROYED WINDSHIELDS IN THE FIRST MONTHS OF VEHICLE USE. *TR

- NHTSA Complaint, April 21, 2015, ID No. 10712088: UPON ENTRY OF VEHICLE FOR THE FIRST TIME OF THE DAY, I DISCOVERED A 5-6 IN. CRACK IN WINDSHIELD. I HAD

NOT OBSERVED ANY IMPACTS WHILE DRIVING THE DAY PRIOR. THE VEHICLE WAS ONLY 2 MONTHS OLD AT THE TIME. ALL OTHER AUTO GLASS ISSUES PREVIOUSLY WERE OBSERVED AND OBVIOUS. HAVING REVIEWED SIMILAR STORIES AND PICTURES ONLINE OF ISSUES WITH THE WINDSHIELD OF THIS MODEL AND YEAR THE VEHICLE, I AM CONCERNED THAT THE ISSUE IS MORE THAN COINCIDENCE. *TR

- NHTSA Complaint, April 21, 2015, ID No. 10712080: SUBARU OUTBACK 2015 WINDSHIELDS HAVE VERY LOW QUALITY AND CRACK WITH MINIMAL CONTACT. OUR WINDSHIELDS BROKE TWICE IN ONE MONTH AFTER REPLACING THE ORIGINAL ONE WITH ANOTHER FROM SUBARU. THE TWO TIMES DRIVEN ON THE HIGHWAY AND TWO TINY ROCK HIT THE WINDSHIELD AND CREATED A 12" LONG CRACK ACROSS THE WINDSHIELD. THE COST FOR THE WINDSHIELDS IS VERY EXPENSIVE AT AROUND \$700 TO PURCHASE A NEW WINDSHIELD AND TO HAVE IT INSTALLED. *TR
- NHTSA Complaint, April 27, 2015, ID No. 10713161: OUR FULLY-LOADED '15 OUTBACK WITH EYESIGHT & LANE ASSIST WAS PARKED OVERNIGHT IN THE GARAGE (AS ALWAYS). WHEN WE GOT INTO THE VEHICLE, WE NOTICED AN 12-INCH CRACK IN THE WINDSHIELD (BEGINNING IN THE LOWER CORNER ON THE PASSENGER SIDE AND HEADING UP TOWARD THE CENTER OF THE VEHICLE). THERE WAS NO ACCIDENT OR ROCK INCIDENT TO WARRANT THE CRACK - IT CAME OUT OF NOWHERE. WE CALLED OUR SUBARU SERVICE DEPARTMENT AND THEY REFERRED US TO THEIR (OUTSIDE VENDOR) WINDSHIELD REPAIR GUY. AFTER SEVERAL CALLS TO SUBARU, HE WAS TOLD THAT SUBARU HAS PULLED THESE WINDSHIELDS FROM THEIR PRODUCTION LINE BECAUSE THERE IS AN INHERENT PROBLEM WITH CRACKING DUE TO THEIR SUBSTANDARD QUALITY AND INFERIOR

AERONAUTICAL DESIGN. HE SAID THAT THE SUBARU PLANT WAS WAITING ON A SET OF WINDSHIELDS AND AN ORDER WAS PLACED FOR ME, BUT THAT I WOULD BE COMPETING WITH THE NEW CARS ROLLING OFF THE PRODUCTION LINE. THIS INFORMATION ALONE (ASSUMING IT IS ACCURATE) SHOULD WARRANT A RECALL. WE CONTACTED THE WINDSHIELD GUY AGAIN TODAY TO FOLLOW UP AND HE SAID HE JUST ORDERED ANOTHER '15 OUTBACK WINDSHIELD FOR SOMEONE THIS MORNING -- SAME PROBLEM (NO ACCIDENT OR INCIDENT). HE REITERATED HIS CONVERSATION WITH SUBARU PRODUCTION PERSONNEL ONCE AGAIN THAT "THERE IS A DESIGN PROBLEM WITH THE WINDSHIELDS AND SUBARU HAS PULLED THEM FROM THEIR PRODUCTION LINES." TWO WEEKS AGO WE PUT A POST-IT FLAG INSIDE THE WINDSHIELD AT THE END OF THE CRACK TO MARK ITS PLACE AND PROGRESS - THE CRACK HAS NOW GROWN TO 20+ INCHES STRAIGHT ACROSS THE CENTER OF THE WINDSHIELD. IT IS EASY TO FIND OTHER FOLKS WITH THIS PROBLEM -- INEXPLICABLE CRACKED WINDSHIELDS WITH NO OBVIOUS SIGNS OF CAUSE. THE CAUSE AND EFFECT OF THESE BROKEN WINDSHIELDS SHOULD BE INVESTIGATED IMMEDIATELY BEFORE SOMEONE IS SERIOUSLY HURT OR INJURED THROUGH NO FAULT OF THEIR OWN. *TR

- NHTSA Complaint, May 2, 2015, ID No. 10714157: THIS IS A BRAND NEW SUBARU OUTLANDER WITH 850 MILES. THE WINDSHIELD GOT A SMALL CHIP, ABOUT 1MM IN SIZE NEAR THE VERY TOP. AS I WAS DRIVING ALONG THE WINDSHIELD STARTED TO CRACK FROM THE SMALL DING DOWN, APPROXIMATELY 1 FOOT IN LENGTH. THIS SHOULD NOT HAPPEN WITH NEW WINDSHIELD GLASS IN A NEW CAR. *TR.
- NHTSA Complaint, May 6, 2015, ID No. 10715062: I JUST BOUGHT A BRAND NEW 2015 SUBARU OUTBACK ON

MARCH 18, 2015. I SEE ALREADY THAT THERE ARE NUMEROUS COMPLAINTS ALREADY ON THE SAFETY OF THE 2015 SUBARU OUTBACK WINDSHIELDS. I WAS DRIVING DOWN THE FREEWAY ON MAY 2, 2015 AND A VERY SMALL PEBBLE FLEW INTO THE WINDSHIELD AND I COULDN'T BELIEVE THAT SMALL A PEBBLE WOULD CRACK THE WINDSHIELD OVER 6 INCHES! I AM VERY UPSET. I PARKED THE CAR IN A RESTAURANT PARKING LOT THAT DAY AND WHEN I CAME OUT, THE CRACK HAD GROWN TO 12 INCHES BY ITSELF! MY RELATIVES WERE IN TOWN AND I COULDN'T DRIVE MY NEW VEHICLE ON A SHORT TRIP I WANTED TO TAKE THEM ON. OF COURSE THIS IS A SPECIAL ORDER ITEM SO I AM WAITING AND WAITING FOR IT TO BE REPLACED. CALLED SUBARU SERVICE DEPARTMENT AND THEY CLAIM NO KNOWLEDGE OF PROBLEMS WITH THE WINDSHIELDS (OF COURSE). I HAVE NO VEHICLE TO DRIVE BECAUSE I FEEL IT IS UNSAFE TO DRIVE AND HAVE BEEN INCONVENIENCED TO HAVE TO DRIVE MY OTHER OLDER VEHICLE. I DIDN'T WANT TO HAVE INSURANCE ALSO PAY FOR A RENTAL/REPLACEMENT VEHICLE AS WELL WHEN THIS IS A SUBARU PROBLEM AND A NATIONAL SAFETY PROBLEM WITH THIS VEHICLE THAT NEEDS TO BE ADDRESSED IMMEDIATELY. IT IS NOW MAY 6TH AND I STILL HAVE NO NEW WINDSHIELD AND DON'T EXPECT ONE ANYTIME SOON. IT LOOKS LIKE THERE IS A GOOD POSSIBILITY THAT THE WINDSHIELD WILL CRACK AGAIN FROM ALL THE COMPLAINTS I AM READING ON THIS WEBSITE. WHEN WILL SOMEONE RECALL THIS WINDSHIELD? AFTER SOMEONE GETS KILLED? PLEASE RECALL THIS WINDSHIELD! *TR

- NHTSA Complaint, May 8, 2015, ID No. 10715404: FIRST TIME WASHING MY NEW 2015 SUBARU OUTBACK WITH BARELY 900 MILES ON IT. PARKED IT IN FRONT OF THE HOUSE. WALKED FROM THE GARAGE TO THE VEHICLE TO CHECK FOR WATER SPOTS AND NOTED A

5" CRACK IN THE WINDSHIELD WHERE THERE WASN'T ONE WHILE I WASHED IT! STARTS WHERE THE HEATING ELEMENT IS UNDER THE PASSENGER SIDE WIPER. IT'S RAPIDLY SPREAD UP AND ACROSS MY DRIVING LINE OF SIGHT. WHEN THE SUN IS UP, THE GLINTING BECOMES ALMOST BLINDING. I TOOK IT TO THE DEALER WHERE I PURCHASED IT TO REPORT WHAT TO ME WAS AN OBVIOUS DEFECT. THEIR HEAD OF SERVICE LOOKED AT IT AND PRONOUNCED IT WAS CAUSED BY A ROCK. HE TRIED TO EXPLAIN WHERE HE SAW THIS "IMPACT". I DISAGREED. THERE IS NO IMPACT CRAZE. THEY TOLD ME TO CONTACT MY INSURANCE COMPANY. THE INSURANCE EXAMINER TOOK PICTURES AND PRONOUNCED IT DUE TO "A STRUCTURAL DEFECT". SUBSEQUENTLY, THE GLASS WAS ORDERED AND I'M SUPPOSED TO PAY FOR IT PLUS THE INSTALLATION OR THERE'LL BE A RE-STOCKING FEE. I'VE WAITED OVER A MONTH WHILE BEING TOLD THERE ARE SHORTAGES, OR IT'S TOO NEW, AND "DUE TO THE LONGSHOREMAN'S STRIKE IN LONG BEACH..." I RANG UP SUBARU OF AMERICA, WHO OPENED A CASE AND ARE HAVING ME GO BACK TO THE DEALER, HAVE THEM TAKE PICTURES, SEND THOSE AND THE REPORT FROM THE INSURANCE COMPANY TO THEM. SEEMS LIKE I'M DOING A LOT OF WORK FOR WHAT TO ME SHOULD BE COVERED AS A DEFECTIVE WINDSHIELD OR A STRUCTURAL PROBLEM WITH THIS MODEL. THERE ARE 7 COMPLAINTS, FILED ON THIS WEB-SITE FROM SUBARU OWNERS, THIS MODEL, SAME YEAR, WITH THE IDENTICAL PASSENGER SIDE CRACK. THERE ARE NUMEROUS OTHER RECORDS OF THESE INCIDENTS RECORDED AT SAFERCAR.GOV, AND SUBARUOUTBACK.ORG I'M FRUSTRATED AND DISAPPOINTED BEYOND WORDS AS THIS IS A NEW CAR. *TR

- NHTSA Complaint, May 11, 2015, ID No. 10715794: I PURCHASED MY 2015 SUBARU OUTBACK IN

NOVEMBER 2014 AND THE FIRST WINDSHIELD CRACK OCCURRED BEGINNING OF MARCH 2015. THE CRACK HAPPENED OVERNIGHT AND IT WAS THE DAY AFTER A MAJOR SNOW STORM. THE CRACK INITIATED FROM THE PASSENGER SIDE AND UP TO THE CENTER OF WINDSHIELD. THERE WAS NO SIGN OF CHIPS/CRACKS DUE TO FOREIGN OBJECTS WHICH SEEM LIKE A DEFECTIVE PART/DESIGN TO ME. THE CRACK PROPAGATED REALLY QUICKLY. I CONTACTED DEALERSHIP AND THEY SAID ITS NOT COVERED UNDER WARRANTY AND REFUSED TO LOOK AT THE CRACK. THE DEALERSHIP ALSO TOLD ME STRAIGHT UP TO GO THROUGH INSURANCE AND DEAL WITH IT MYSELF. I WENT THROUGH INSURANCE AND REPLACED THE WINDSHIELD WITH A GENUINE SUBARU PART BY THE END OF MARCH. JUST WHEN I THOUGHT IT IS OVER, A CRACK JUST APPEARED ON MY WINDSHIELD ON MAY 10, 2015. THE CRACK SEEM TO HAVE INITIATED FROM THE WINDSHIELD HEATING COMPARTMENT AGAIN. DURING THE MORNING OF MAY 11, 2015, I LOOKED AT THE CRACK AGAIN AND IT DIDN'T GROW OVERNIGHT. HOWEVER, WHEN I CHECKED ON IT WHILE IT WAS PARKED AT WORK DURING NOON TIME, THE CRACK GREW ABOUT 2 INCHES. THIS IS UNACCEPTABLE FOR A BRAND NEW CAR TO HAVE TO GO THROUGH 2 CRACKED WINDSHIELDS. A GOOD WINDSHIELD SHOULD BE ABLE TO WITHSTAND TEMPERATURE CHANGE AND MINOR IMPACTS FROM FOREIGN OBJECTS AND THE 2015 SUBARU OUTBACK IS DEFINITELY NOT MEETING THAT REQUIREMENT. IN ADDITION, THE DEALERSHIP IS NOT BEING HELPFUL WITH THE SITUATION AND NOT TAKING ANY RESPONSIBILITIES IN INVESTIGATING WHETHER THIS CAN BE A VEHICLE DEFECT OR NOT. I AM NOT GOING TO REPLACE MY WINDSHIELD OUT OF MY OWN EXPENSE AND I DEMAND FOR AN ANSWER/EXPLANATION FROM SUBARU.

- NHTSA Complaint, May 11, 2015 ID No. 10715748:
WINDSHIELD HIT BY PEBBLE ON FREEWAY, SMALL CHIP NOTED ON PARKING VEHICLE FOR THE NIGHT IN GARAGE. NEXT MORNING APPROXIMATE 9" VERTICAL CRACK ON WINDSHIELD WHILE DRIVING TO WORK, BY THE TIME I HAD DRIVEN VEHICLE 12 MILES CRACK GREW TO APPROXIMATELY 27 INCHES HORIZONTALLY ACROSS WINDSHIELD. AFTER TWO WEEKS OF DRIVING THERE ARE NOW COMPETING DUAL CRACKS EACH MEASURING IN EXCESS OF 30 INCHES HORIZONTALLY ACROSS THE WINDSHIELD. WITH OVER 45 YEARS OF SAFE DRIVING UNDER MY BELT I HAVE NEVER SEEN A WINDSHIELD PERFORM IN THIS MANNER. THIS MUST BE A SAFETY ISSUE, I HAVE A DIFFICULT TIME BELIEVING THIS IS NOT A ISSUE WITH EITHER THE STRUCTURAL INTEGRITY OF THE VEHICLE AND OR THE WINDSHIELD. WHAT IS THE NHTSA DOING TO INVESTIGATE THIS ISSUE AND INSURE OR SAFETY? I HAVE THE OLD WINDSHIELD IF THIS WILL HELP TO DETERMINE THE ISSUE.
- NHTSA Complaint, May 13, 2015, ID No. 10864799: TL* THE CONTACT OWNS A 2016 SUBARU OUTBACK. THE CONTACT NOTICED TWO LARGE CRACKS IN THE WINDSHIELD. THE VEHICLE WAS DIAGNOSED AND REPAIRED. THE MANUFACTURER WAS NOTIFIED AND WOULD NOT COVER THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 6,000.
- NHTSA Complaint, May 17, 2015, Id. No. 10716961: ON 4/19/2015 WAS DRIVING AT 40 MILES PER HOUR IN A HEAVY RAIN STORM (I-75) IN GEORGIA A CRACK DEVELOPED IN THE WINDSHIELD. WE COULD NOT IDENTIFY A SOURCE OF IMPACT TO THE WINDSHIELD. THE CRACK STARTED AT THE VERY BOTTOM CENTER OF THE WINDSHIELD. THE CRACK THEN SPLIT INTO A "Y" SHAPE AND CONTINUED OVER THE NEXT SEVERAL DAYS. WE TRIED TO GET A NEW WINDSHIELD IN SARASOTA, FL OUR FIRST

DESTINATION. LOCAL AUTO GLASS COMPANY RECOMMENDED BY SARASOTA SUBARU DEALER ATTEMPTED TO ORDER ONE TO REPLACE DURING OUR WEEK IN TOWN. THEN CALLED TO ADVISE US IT WOULD BE AT LEAST ANOTHER WEEK. WE WERE INFORMED THERE WAS A NATIONWIDE BACK LOG OF OVER 600 WINDSHIELDS FOR THE 2015 SUBARU OUTBACK. ON 4/27/2015 CONTACTED THE SUBARU DEALER IN SILVER SPRING, MD. FOR POSSIBLE REPLACEMENT DURING OUR SECOND STOP OF TRIP. WE WERE AGAIN ADVISED OF A BACK LOG ON THAT WINDSHIELD. THEY SUGGESTED TO CONTACT THE DEALER NEAR MY HOME. ON 4/27/15 CONTACTED INTERNATIONAL SUBARU OF TINLEY PARK, IL AND ALL STAR GLASS AS RECOMMENDED BY DEALER. WINDSHIELD ORDERED 4/27/2015 AND WAS ADVISED AGAIN OF A NATIONWIDE BACK ORDER OF 2015 SUBARU OUTBACK WINDSHIELDS BY GLASS COMPANY AND MY DEALER. AS OF 5/14/15, NO WINDSHIELD AVAILABLE, CHECK BACK IN ANOTHER WEEK. SUBARU DEALER AT HOME THINKS IT WAS CAUSED BY A SMALL STONE. INDEPENDENT MECHANICS THINK THERE IS A PRESSURE POINT ON THE VEHICLE THAT Affected THE WINDSHIELD. IF THERE IS NOT A CONTRIBUTING VEHICLE PROBLEM WITH THE WINDSHIELD THEN WHY THE VERY LONG BACK LOG FOR A NEW VEHICLE WINDSHIELD? REALLY THAT MANY 2015 SUBARU OUTBACKS WITH WINDSHIELD PROBLEMS? AND, 3 DIFFERENT DEALERS IN 3 DIFFERENT PARTS OF THE COUNTRY ARE HAVING DIFFICULTY GETTING THE PART. WHEN THE WINDSHIELD IS FINALLY REPLACED, WILL HAVE THAT AREA CAREFULLY INSPECTED FOR POSSIBLE CONTRIBUTING FACTORS.

- NHTSA Complaint, May 18, 2015, ID No. 10717178:
SUBARU OUTBACK IS TWO MONTHS OLD AND DEVELOPED A CRACK IN THE WINDSHIELD, WHILE THE VEHICLE WAS PARKED. CRACK STARTED AT THE

BOTTOM/CENTER OF THE WINDSHIELD AND WAS ROUGHLY EIGHT INCHES STRAIGHT UP. SUBARU ACCEPTS ZERO RESPONSIBILITY, SO I HAVE TO PAY FOR A NEW WINDSHIELD. I HAVE BEEN WAITING TWO WEEKS WITH NO WINDSHIELDS AVAILABLE. CRACK HAS GROWN TO ROUGHLY THIRTY INCHES AND A ZIG ZAG PATTERN NOW.

- NHTSA Complaint, May 21, 2015, ID No. 10717895: WE BOUGHT THE SUBARU IN ANCHORAGE AND STARTED HEADING TOWARD OUR HOME IN FAIRBANKS. APPROXIMATELY 100 MILES INTO THE JOURNEY WE STOPPED TO REST AND EAT. WHILE SITTING IN THE CAR TALKING, THERE WAS A POP SOUND AND A LARGE 9-10" CRACK APPEARED BEHIND THE MIRROR AND BINOCULAR CAMERAS DESCENDED INTO THE PASSENGER'S VIEW. I INSPECTED THE OUTSIDE WINDOW FOR EVIDENCE OF IMPACT FROM A ROCK OR DEBRIS, SUCH AS CHIPPING, BUT THERE WAS NONE. I TRIED TO GET A REPLACEMENT WINDOW AFTER SUBARU BLEW ME OFF, BUT WAS UNABLE TO DUE TO AN APPARENT LARGE DEMAND FOR REPLACEMENT GLASS FOR THIS MODEL. SINCE THEN CRACKS HAVE APPEARED SPONTANEOUSLY FROM THE BOTTOM OF THE WINDSHIELD WORKING THERE WAY UP. MY SON HAS A BRAND NEW 2015 SUBARU FORESTER, WHICH DID THE EXACT SAME THING ON THE WAY HOME FROM ANCHORAGE. AGAIN SUBARU DEALER DENIED THEY HAVE SEEN ANY PROBLEM WITH THE WINDSHIELD, BUT READ THE COMPLAINTS LOGGED WITH NHTSA AND ONE CAN ONLY COME TO A DIFFERENT CONCLUSION. PERHAPS SUBARU IS MAKING THEIR GLASS TOO THIN TO REDUCE WEIGHT OR THERE IS SOME SORT OF FLEXING OF THE WINDOW MIDPOINT ON THE GLASS BUT THIS IS A PROBLEM.
- NHTSA Complaint, May 28, 2015, ID No. 10721934: 2015 SUBARU OUTBACK WITH EYESIGHT TECHNOLOGY.

HAD VEHICLE LESS THAN 2 MONTHS, SITTING IN DRIVEWAY, NEXT AM NOTED LARGE CRACK IN WINDSHIELD BEGINNING IN PASSENGER LOWER CORNER AND TRAVELING DIAGONALLY UP TOWARDS CENTER OF WINDSHIELD. NO TRAUMA NOTED TO WINDSHIELD WHILE DRIVING (NO ROCKS, ETC). SEEMED TO HAVE BROKEN SPONTANEOUSLY. MADE INSURANCE CLAIM 4/12/15. UNABLE TO GET NEW WINDSHIELD AS SUCH A LARGE BACKORDER OF THESE WINDSHIELDS FOR SAME REASON AND IN SAME LOCATION. STILL WAITING WITH NO END IN SIGHT. ON-LINE THREADS INDICATE THIS IS AN ONGOING ISSUE THAT HAS YET TO GENERATE A RECALL.

- NHTSA Complaint, May 29, 2015, ID No. 10722222: WHILE CAR WASH PARKED IN DRIVEWAY BEING WASHED I NOTICED A CRACK IN THE PASSENGER SIDE FRONT WINDSHIELD .THE CRACK IS COMING FROM THE LOWER WINDSHIELD HEATER THEN GOES UP TOWARDS THE MIDDLE OF WINDSHIELD.STILL USING CAR AND THE CRACK IS PAST THE REAR VIEW MIRROR.TOLD BY DEALER SUBARU DOESN'T COVER GLASS BREAKAGE ADVISED HIM I WAS FOLLOWING UP WITH SUBARU TO PLEASE TAKE INFO AND PIC'S.HE SUGGESTED GOING THRU MY CAR INSURANCE BUT THERE ARE NO ROCK CHIPS OR CRACKS SO WHY SHOULD THEY PAY. HE ADVISED HE WOULD SHOW TO THE REP IN A FEW WEEKS ON HIS VISIT??. I PERSONALLY THINK A WINDSHIELD IS A SAFETY ISSUE AND THEY SHOULD MOVE ON IT NOW. WHILE RESEARCHING IT AND SEEING HOW THIS IS A COMMON ISSUE WITH OTHER PEOPLE I AM WONDERING ABOUT THE SAFETY OF THE CAR NOW. STARTED A CASE WITH SUBARU.
- NHTSA Complaint, May 29, 2015, ID No. 10722381: WINDSHIELD HAS FAILED TWICE WITH NO IMPACTS. LATEST CRACK STARTED AFTER I CLOSED THE

DRIVER DOOR...HEARD A POP, THEN WATCHED A CRACK RUN FROM THE UPPER RIGHT ACROSS THE DRIVER'S LINE OF SIGHT OVER THE COURSE OF A FEW SECONDS. THERE WAS NO IMPACT TO THE GLASS, WHICH HAD BEEN REPLACED LESS THAN 10 DAYS EARLIER, WHICH ALSO FAILED MYSTERIOUSLY.

- NHTSA Complaint, June 1, 2015, ID No. 10722704: BRAND NEW VEHICLE, PARKED ON THE STREET FOR APPROXIMATELY ONE HOUR. WHEN RETURNING TO THE CAR, A CRACK IN THE WINDSHIELD, BEGINNING AT THE LOWER CENTER AND EXTENDING TO THE MIDDLE OF THE WINDSHIELD APPROXIMATELY 6 INCHES WAS EVIDENT. NO DEBRIS ON WINDSHIELD AND NO EVIDENCE OF IT BEING HIT WITH ANYTHING. CRACK HAS NOW EXTENDED FURTHER UP AND AROUND (SHAPE OF A LARGE QUESTION MARK) OF ABOUT 2 FT IN LENGTH. CONTACTED LOCAL DEALERS AND GLASS COMPANIES FOR REPAIR BUT NO ONE HAS ANY IN STOCK DUE TO A VERY LARGE NUMBER OF THESE ISSUES. AND THE PROJECTED DATE FOR WHEN REPLACEMENT GLASS WILL BE AVAILABLE IS NOW JULY 1 2015, MORE THAN 10 WEEKS SINCE THE DEFECT APPEARED. GIVEN WHAT'S BEEN HAPPENING, I FULLY EXPECT THIS CRACK TO CONTINUE TO GROW AND BEGIN TO HAMPER VISIBILITY. WEB SEARCHES HAVE YIELDED MANY SIMILAR REPORTS OF THIS HAPPENING. *TR
- NHTSA Complaint, June 6, 2015, ID No. 10723786: WE WERE EXTREMELY HAPPY TO PURCHASE OUR FIRST SUBARU OUTBACK WITH THE NEW EYESIGHT TECHNOLOGY IN MID-MARCH. THE CAR WAS ALMOST 2 MONTHS OLD AND I HEARD SOMETHING HIT THE WINDSHIELD WHILE ON A HIGHWAY THAT I HAVE BEEN DRIVING ON FOR THE PAST 7 YEARS. I DID NOT NOTICE ANYTHING IMMEDIATELY. NINE HOURS LATER, I PICKED UP A PASSENGER WHO NOTICED A LARGE CRACK AT THE TOP OF THE WINDSHIELD (THE

REARVIEW MIRROR WAS OBSTRUCTING MY VIEW OF THE CRACK) WHICH WAS ABOUT A FOOT LONG. OVER THE COURSE OF THE NEXT FEW DAYS, THE CRACK GOT LARGER AND EXTENDED INTO MY LINE OF SIGHT. AFTER SPEAKING TO THE INSURANCE COMPANY, THE WINDSHIELD WOULD BE COVERED, BUT IT WAS ON NATIONAL BACKORDER AND WOULD NOT BE AVAILABLE FOR 2-4 WEEKS. THE GLASS ARRIVED TWO WEEKS LATER AND MY WINDSHIELD WAS REPLACED. EXACTLY ONE WEEK AFTER THE WINDSHIELD WAS FIXED, I HEARD A LITTLE POP ON THE WINDOW WHILE DRIVING ON THE HIGHWAY. I LOOKED AROUND AND NOTICED I GOT ANOTHER CRACK ON THE WINDSHIELD. THIS TIME ON THE LOWER PART OF THE WINDSHIELD BETWEEN THE WIPER BLADES. THE CRACK STARTED OUT AROUND 3" LONG. A DAY LATER, THE CRACK GREW AN ADDITIONAL 5". I STARTED TO THINK THIS CAN'T BE NORMAL FOR A WINDSHIELD TO CRACK SO EASILY, AND AFTER READING ALL THE POSTS ON THIS SITE AND OTHERS, IT SEEMS THAT THIS IS A COMMON ISSUE FOR THE 2015 OUTBACKS.

- NHTSA Complaint, June 7, 2015, ID No. 10723808:
PURCHASED OUR 2015 OUTBACK JAN 2, 2015. WE WERE JUST GETTING ON THE FREEWAY LEAVING NEW ORLEANS WHEN WE HEARD A POP. WE ARE NOT SURE IF A STONE HIT IT OR NOT, BUT A STARBURST SMALLER THAN A DIME ALONG WITH ABOUT 6 INCH CRACK HAD OCCURRED ON THE LOWER PASSENGER AREA. THE CAR HAD BEEN PARKED IN THE SUN SO IT WAS REALLY HOT. NOW TWO DAYS LATER IT IS ABOUT 24 INCHES LONG AND IS ZAGGING ACROSS THE ENTIRE WINDSHIELD. WHEN WE CALLED OUR INSURANCE COMPANY WE WERE TOLD THAT THEIR VENDOR COULD NOT GET TO US FOR SEVERAL WEEKS. THEY REFERRED US TO A DIFFERENT VENDOR BUT THE WINDSHIELD IS NOT AVAILABLE FOR 3 WEEKS. THIS APPEARS TO BE A COMMON

OCCURRENCE SO ADD ME TO THE LIST OF COMPLAINANTS.

- NHTSA Complaint, June 8, 2015, Id No. 10724108: WAS WASHING THE WINDSHIELD, SO I RAISED THE WIPER ARMS LIKE MOST PEOPLE DO WHEN THEY WANT TO CLEAN THE ENTIRE WINDSHIELD. A SLIGHT BREEZE BLEW AND KNOCKED THE PASSENGER-SIDE WIPER DOWN ONTO THE GLASS CRACKING THE WINDSHIELD ON IMPACT. THE IMPACT CRACK THEN SPLIT UP AND TOWARD THE DRIVER'S-SIDE ABOUT 2 FEET IN LENGTH. I HAVE HAD NUMEROUS CARS OVER MY LIFETIME, AND A FALLING WIPER ARM HAS NEVER CRACKED MY WINDSHIELDS. UPON FURTHER RESEARCH ON THE WEB, I DISCOVERED SCORES OF STORIES OF FOLKS GOING ON THEIR THIRD OR FOURTH WINDSHIELD (ON A 2015 MODEL!!). I HAVE TO DRIVE AROUND IN AN UNSAFE MANNER BECAUSE SAFELITE CANNOT GET THE ORIGINAL PART FROM THE DEALER DUE TO THEM BEING BACKLOGGED. THE WINDSHIELDS ARE BACKLOGGED BECAUSE THEY KEEP CRACKING ON EVERYONE. NOW I'M SHORT \$500 ON MY DEDUCTIBLE, AND I CAN JUST IMAGINE LIKE MOST OTHERS, I WILL BE SHORT \$500 AGAIN IN THE NEAR FUTURE BECAUSE OF A FAULTY DESIGN. THE WINDSHIELD IS NOT SAFE ON THE ROAD FOR IMPACTS (ONE GUY SHUT HIS DOOR AND THE WINDSHIELD CRACKED...CRAZY!). PLEASE, GET THESE WINDSHIELDS OFF THE ROAD AND MAKE SUBARU DESIGN ANOTHER WINDSHIELD AND PAY TO REPLACE THEM ALL! THANK YOU!
- NHTSA Complaint, June 9, 2015, ID No. 10724452: WAS DRIVING AND A SMALL ROCK HIT THE WINDSHIELD. I DIDN'T THINK ANY THING OF IT AT THE TIME. I PARKED CAR IN THE DRIVEWAY. WHEN I CAME OUT A COUPLE OF HOURS LATER THERE WAS A HUGE CRACK.

- NHTSA Complaint, June 15, 2015, ID No. 10725382: WHILE WASHING MY CAR, THE PASSENGER SIDE WIPER BLADE WAS EXTENDED AND RETRACTED INTO THE WINDSHIELD. I FINISHED BY DRYING THE CAR, INCLUDING THE WINDSHIELD, WITH A CHAMOIS CLOTH. NO DAMAGE WAS NOTICEABLE AT THAT TIME. AFTER DRIVING TO THE GROCERY STORE AND BACK HOME, NEVER GOING OVER 40 MPH, I LOOKED OVER AND NOTICED AN 18 INCH CRACK HAD DEVELOPED ON THE PASSENGER SIDE OF THE WINDSHIELD. CLOSE INSPECTION REVEALS A POSSIBLE VERY SMALL IMPACT MARK DIRECTLY UNDER ONE OF THE METAL BLADE RETENTION PIECES ON THE WIPER BLADE FRAME. THERE WERE NO ROCKS THAT HIT THE WINDSHIELD BETWEEN THE CAR WASH, THE GROCERY STORE, AND HOME. I WAS TOLD BY THE DEALERSHIP THAT I WOULD NEED TO PAY TO REPLACE IT, AND THAT I COULD JUST GET SAFELITE TO DO IT. SAFELITE ORDERED THE GLASS FOR ME AND CONFIRMED WHAT THE DEALERSHIP HAD SAID, THAT I WOULD HAVE TO WAIT INDEFINITELY FOR THE GLASS, AS IT IS ON BACK ORDER. THIS NO DOUBT IS DUE TO THE HIGH NUMBER OF FAILURES AS SEEN ON THIS WEBSITE AND ELSEWHERE ON THE INTERNET. THE LOCAL SAFELITE REPAIR SHOP EVEN HAD 5 SUBARU VEHICLES WITH REPLACEMENT GLASS ON ORDER. MY RESEARCH HAS UNCOVERED NUMEROUS CUSTOMERS WHO HAVE HAD TO REPLACE THE GLASS ON THESE 2015 VEHICLES MULTIPLE TIMES. IN MY 37 YEARS OF DRIVING, I HAVE HAD WINDSHIELD WIPER BLADES RETRACT AGAINST THE WINDSHIELD UNTOLD NUMBERS OF TIMES, AND THIS IS THE FIRST TIME IT HAS EVER CAUSED A FAILURE.

I THINK SUBARU NEEDS TO INVESTIGATE THIS ISSUE, FIND OUT WHY IT IS OCCURRING, AND REIMBURSE THOSE CUSTOMERS WHO HAVE BEEN IMPACTED. THIS IS MY FIRST SUBARU. OTHER THAN THIS ISSUE, I

LIKE THEIR PRODUCT VERY MUCH. MY CONTINUED ALLEGIANCE TO THEM WILL DEPEND ON HOW THEY HANDLE THIS ISSUE.

- NHTSA Complaint, June 15, 2015, ID No. 10725438: WE SENT A SIMILAR EMAIL TO SUBARU OF AMERICA JUNE 5. THEY HAVE BEEN RESPONSIVE...BUT WE STILL HAVE A CRACKED WINDSHIELD AND IT REMAINS A DRIVING DISTRACTION....WE PURCHASED OUR 2015 OUTBACK IN JANUARY FROM SUBARU OF LAS VEGAS. IN APRIL A WINDSHIELD CRACK APPEARED -WE DIDN'T SEE THE ROCK, SAW NO CHIP TO CAUSE IT BUT THE DEALER SAID HE COULD FEEL ONE, SO SORRY, NO WARRANTY, SO WE CLAIMED IT ON THE INSURANCE -REPLACED A FEW WEEKS AGO FOR THE \$500 DEDUCTIBLE. CHANGED TO A \$100 DEDUCTIBLE THE FIRST OF JUNE AND TWO DAYS LATER ANOTHER CRACK-INSTANT AND BIGGER. SAW THE ROCK THIS TIME. CLAIMED ON THE INSURANCE, AGAIN, BUT SAFELIGHT HAD TO CANCEL THE APPOINTMENT DUE TO A SHORTAGE OF SUBARU WINDSHIELDS -THE AFTERMARKET ONES ARE OUT, AND DEALER IS APPARENTLY HAVING TO RATION OUT THE OEMS!!! SO WE GET TO DRIVE WITH A GLARING, HAZARDOUS CRACK...I CHECKED ON THE INTERNET AND FOUND PAGES OF NEW SUBARU WINDSHIELD CRACK PROBLEMS SIMILAR TO OURS - SOME SEEMED TO INDICATE SOA HAD COVERED REPLACEMENT UNDER WARRANTY WHICH SHOULD HAVE HAPPENED THE FIRST TIME AS THERE TRULY WAS NO CHIP TO START THE CRACK. SUBARU NEEDS TO DO SOMETHING ABOUT THIS -MAYBE THICKER GLASS? MAYBE A RECALL? WE'VE DRIVEN SUBARU'S FOR MANY YEARS AND HAVE NOT HAD THIS TYPE OF PROBLEM. PLEASE ADVISE AS TO REPAIRS, REIMBURSEMENTS, ETC., AND WHAT YOU ARE DOING TO FIX THE PROBLEM FOR THE FUTURE -WE CANNOT BE REPLACING THE WINDSHIELD EVERY FEW MONTHS! NOW IT IS GOING ON THREE WEEKS AND NO

WINDSHIELD, WHILE THE CRACK KEEPS GETTING
BIGGER THANKS

- NHTSA Complaint, June 15, 2015, ID No. 10725338: VEHICLE WAS PARKED OUTSIDE OVERNIGHT. IN THE MORNING A 12" S SHAPED CRACK HAD APPEARED IN THE PASSENGER SIDE OF THE WINDSHIELD. THERE WAS NO DETECTABLE PRIOR DAMAGE AND NO KNOWN IMPACT TO CAUSE THE CRACK. THE CRACK HAS CONTINUED TO GROW AND BRANCH. DEALER STATES THE WINDSHIELD FAILS THE "PEN TEST," I.E. THERE IS A TINY NICK AT ONE POINT OF THE CRACK WHICH, THEY SAY, PROVES THE CRACK IS DUE TO IMPACT DAMAGE. I BELIEVE THE CHIP APPEARED AFTER THE CRACK FORMED, BUT CANNOT PROVE THIS (NOR CAN THE DEALER PROVE THE OPPOSITE). ONLINE RESEARCH SUGGESTS THERE IS A DESIGN DEFECT IN 2015 SUBARU OUTBACK WINDSHIELDS, WHICH FAIL AT REMARKABLE RATE.
- NHTSA Complaint, June 23, 2015, ID No. 10736145: A SMALL PEBBLE HIT THE WINDSHIELD ON 7/17/15 SHOWING A TINY CHIP AND 2-3 MM CRACK. WE HAD THE CHIP REPAIRED BY SAFELIGHT EARLY MORNING OF 7/18/15 AND IT LOOKED GOOD. THE NEXT DAY, 7/19/15, THERE WERE 2 CRACKS OVER 6 INCHES LONG AND THE WINDOW WILL HAVE TO BE REPLACED. WOULD HAVE CHALKED IT UP TO JUST BAD LUCK TO HAVE THE REPAIR FAIL UNTIL I CAME ACROSS REPORTS OF SIMILAR INCIDENTS ON THE INTERNET AND THEN CAME ACROSS THIS SITE.
- NHTSA Complaint, July 2, 2015, ID No. 10731697: WE HAD THE SAME EXPERIENCE WITH OUR WINDSHIELD THAT OTHERS HAVE HAD -- SEE, EG, COMPLAINT # 10730819. ABOUT TWO WEEKS AFTER BUYING A NEW 2015 OUTBACK, WHILE DRIVING OUT OF OUR SOMEWHAT STEEPLY-ANGLED GARAGE, THE WINDSHIELD CRACKED. I SAW NO EVIDENCE OF A

STONE HITTING THE WINDSHIELD AND THOUGHT THERE WAS A STRUCTURAL DEFECT. TOOK THE CAR TO OUR DEALER WHO DID A "PEN TEST" ON THE EXTERIOR OF THE WINDSHIELD. THE PEN TIP, INDEED, CAUGHT IN THE CRACK AND THE REPAIR PERSON SAID THAT INDICATED A ROCK HIT AND WE JUST HAD UNFORTUNATE LUCK. THE CRACK GREW QUICKLY, SNAKING AROUND THE WINDSHIELD, WHILE WE WAITED A FEW WEEKS FOR THE REPLACEMENT WINDSHIELD TO BECOME AVAILABLE VIA SAFELITE. BASED ON THIS AND OTHER COMMENT SITES, I'M CONCERNED ABOUT A REPEAT CRACK. ALSO, OF COURSE, WONDERING IF IT WAS REALLY JUST "BAD LUCK." OUR SUBARU DEALER'S SERVICE DEPARTMENT HAS BEEN NON-COMMUNICATIVE. I CONTACTED SUBARU CORPORATE WITH A COMPLAINT AND RECEIVED NO RESPONSE. DEEPLY DISAPPOINTED - AND WE'VE BEEN A "SUBARU FAMILY" FOR A LONG TIME.

- NHTSA Complaint, July 3, 2015, ID No. 10731886: DROVE THROUGH A CONSTRUCTION ZONE ON A MILITARY BASE (30 MPH) AND PARKED AT THE BANK. NO NOISE INDICATION OF A ROCK HITTING THE WINDSHIELD. CAME OUT OF THE BANK AND THERE WAS A 6-8 INCH CRACK STARTING UNDER THE PASSENGER SIDE WIPERS, THAT EXTENDED FROM THE EDGE UP INTO THE PASSENGERS VIEW. DROVE THE CAR ANOTHER APPROXIMATELY 10 MINUTES TO GET HOME, CRACK BECAME 12-16 INCHES. PARKED THE CAR IN THE DRIVEWAY AND MARKED IT WITH A WINDOW MARKER. THE NEXT DAY THE CRACK WAS 3 INCHES LONGER....FROM SITTING IN THE DRIVEWAY?? EITHER WAY, HERE IT IS JULY AND STILL WAITING ON A NEW WINDSHIELD. CRACK EXTENDS HALFWAY UP AND INTO THE MIDDLE OF THE WINDSHIELD...AND THE CAR HAS NOT BEEN DRIVEN. IT HAS BEEN PARKED SINCE THE 19TH OF JUNE BUT THE CRACK IS STILL GETTING BIGGER.

- NHTSA Complaint, July 14, 2015, ID No. 10733972: MY WIFE WAS DRIVING TO WORK AND A STONE HIT THE WINDSHIELD. SHE CHECKED IT WHEN SHE GOT TO WORK AND SAID THERE WAS A SMALL CHIP. BY THE TIME SHE GOT HOME THE CHIP HAD BECOME A CRACK AND WAS ALMOST A FOOT LONG. WE HAVE LIMITED OUR USE OF THE VEHICLE BUT THE CRACK CONTINUES TO GROW AND IS NOW OVER TWO FEET LONG. SAFELITE HAS SAID THAT THE WINDSHIELD IS ON NATIONAL BACK ORDER. I HAVE HAD STONE CHIPS BEFORE AND THEY WERE EASY TO REPAIR AND DID NOT REQUIRE REPLACEMENT. MY MAIN CONCERN IS THAT I NOT HAVE TO PAY FOR ANOTHER WINDSHIELD IF THERE IS A DESIGN FLAW.
- NHTSA Complaint, July 14, 2015, ID No. 10734048: ON JULY 9, I WAS DRIVING DOWN THE INTERSTATE I TAKE TO WORK AND HEARD A SMALL POP, LIKE A PEBBLE HITTING THE WINDSHIELD. THE WINDSHIELD INSTANTLY CRACKED IN AN L SHAPE DOWN AROUND THE REARVIEW MIRROR. BY THE TIME I GOT HOME FROM WORK THAT NIGHT, THAT CRACK HAD EXTENDED TO ABOUT 18 INCHES LONG. I HAVE BEEN DRIVING CARS A LONG TIME, AND HAVE HAD NUMEROUS PEBBLE STRIKES WITHOUT ANY OF MY PREVIOUS WINDSHIELDS CRACKING. I FEEL THAT THIS IS OBVIOUSLY DUE TO SOME SORT OF DEFECT IN THE WINDSHIELD, AS IS EVIDENCED BY MANY OTHERS WHO ARE HAVING THE SAME ISSUE. I LOVE THE CAR OTHERWISE, BUT AM WORRIED ABOUT HAVING TO REPLACE THE WINDSHIELD EVERY TIME I TURN AROUND. SOME PEOPLE THAT HAVE POSTED COMPLAINTS WERE ON THEIR THIRD WINDSHIELD THIS YEAR ON THEIR 2015 OUTBACKS. THIS IS NOT ACCEPTABLE! I EMAILED SUBARU AND DID GET A REPLY SUGGESTING I TAKE THE CAR TO THE DEALER AND LET THEM INSPECT IT, AND THAT THEY WERE "NOT AWARE" OF ANY PROBLEMS WITH THE

WINDSHIELDS FOR THE 2015 OUTBACKS.
INFORMATION ON THIS PAGE AND SEVERAL OTHERS
SUGGESTS OTHERWISE. WE NEED TO SPEAK UP SO
SUBARU KNOWS WHAT IS GOING ON AND IS FORCED
TO ADDRESS THIS ISSUE.

- NHTSA Complaint, July 19, 2015, ID No. 10734973: FOUND A 2 FOOT CRACK ON MY BRAND NEW SUBARU OUTBACK. AFTER WASHING MY CAR YESTERDAY, I STOOD BACK TO ADMIRE HOW GREAT THE CAR LOOKED AND THEN WENT INSIDE. WHEN I CAME BACK OUTSIDE 2 HOURS LATER, I NOTICED A 2 FOOT CRACK IN THE WINDSHIELD WITH THE STARTING POINT IMMEDIATELY UNDER THE WIPER BLADE ON THE PASSENGER SIDE. A ROCK COULD NOT HAVE POSSIBLY HIT THE CAR UNDER THE BLADE. THIS IS A BRAND NEW CAR AND I'VE TAKEN EXTRA PRECAUTIONS WITH IT. I CAN'T BELIEVE THAT THIS HAS HAPPENED.
- NHTSA Complaint, July 17, 2015, ID No. 10734875: WINDSHIELD FOUND CRACKED UNEXPECTEDLY WHEN COMING OUT FROM A STORE. 6" CRACK GREW QUICKLY OVER 2 WEEKS, SPREADING ALL OVER THE PASSENGER SIDE IN A BRANCHED FORMATION ABOUT 2X1'. YESTERDAY, ANOTHER CRACK DEVELOPED IN FRONT OF THE DRIVER'S SIDE AND IS COMPROMISING VISIBILITY WITH A GLARE FROM THE CRACK AND GROWING QUICKLY AGAIN. REPLACEMENT WINDSHIELD IS BACK-ORDERED FOR SEVERAL WEEKS. HAVE BEEN WAITING ABOUT 1 MONTH NOW, DRIVING WITH AN UNSAFE/UNSIGHTLY BRAND NEW CAR, AND I'M OUT A \$500 DEDUCTIBLE. GOING TO CONTACT SUBARU AS WELL, BUT THEY NEED MORE PRESSURE TO REPLACE AND REIMBURSE THIS SEEMINGLY COMMON PROBLEM WITH THIS BRAND NEW CAR. UPDATED 10/9/15 *LN.....UPDATED 10/19/15 *BF

- NHTSA Complaint, July 22, 2015, ID No. 10743475: FOR THE SECOND TIME, AFTER BEING PINGED BY A SMALL STONE, THE WINDSHIELD DEVELOPED A CRACK CIRCA 3000 MILES SIMILAR EXPERIENCE W/ 2014 SUBARU OUTBACK ALSO W/ LOW MILEAGE NEVER HAD TO REPLACE WINDSHIELD IN SOME 56 YEARS OF DRIVING THREE TIMES IN 7 MONTHS SEEMS TO INDICATE SOME SORT OF SYSTEMIC OR WINDSHIELD CONFIGURATION PROBLEM?
- NHTSA Complaint, July 24, 2015, Id No. 10730137: CAR WAS PARKED IN A PARKING LOT AWAY FROM TREES OR ANY OTHER VEGETATION. WAS GONE FROM CAR FOR APPROXIMATELY 10 MINUTES. UPON RETURN, THERE WAS A 12 INCH CRACK DESCENDING FROM UPPER RIGHT HAND CORNER OF WINDSHIELD. BY MORNING, AFTER HAVING BEEN PARKED INSIDE A LOCKED GARAGE, AND WITH LESS THAN 2 MORE MILES DRIVEN, CRACK HAD GROWN ANOTHER 12 INCHES (APPROXIMATELY.)
- NHTSA Complaint, July 24, 2015, ID No. 10743370: THIS IS MY SUBARU OUTBACK LIMITED. WHILE MY CAR WAS PARKED IN FRONT OF MY HOME I CAME OUT AND FOUND A 6" CRACK IN MY WINDSHIELD ORIGINATING BELOW THE WIPERS. IT HAS SINCE SPREAD AN ADDITION 12"+ INCHES UPWARDS AND 4" DOWNWARD. I BELIEVE BELOW THE WIPERS IS WHERE THE HEATING ELEMENT IS LOCATED AND IN A QUICK INTERNET SEARCH, INCLUDING THIS SITE, I HAVE FOUND NUMEROUS COMPLAINTS OF CRACKS APPEARING ON PARKED CARS ALL STARTING BELOW WIPERS. NOW FOR THE REAL PROBLEM, THERE IS NO REPLACEMENT WINDSHIELDS AVAILABLE. THIS HAPPENED ON 6/24/15 AND I CONTACTED SAFELITE THAT DAY AND DUE THE HEATING ELEMENT THE PART HAS TO COME FROM SUBARU. IT IS NOW EXACTLY ONE MONTH LATER AND THERE IS NO REPLACEMENT IN SIGHT.

- NHTSA Complaint, July 24, 2015, ID No. 10743304: I WAS DRIVING ON THE HIGHWAY AND HEARD A RANDOM CRACKING SOUND. I THEN HEARD IT AGAIN COUPLE MINUTES LATER. DROVE HOME AND DIDN'T SEE ANYTHING FOR SEVERAL DAYS. THIS MORNING WHILE DRIVING HOME FROM THE GYM ON A REGULAR ROAD I HEARD THE SAME CRACKING SOUND AND THEN SAW A HUGE CRACK IN MY WINDSHIELD QUICKLY SPREADING. THE CRACK IS QUICKLY SPREADING AND IT LOOKS LIKE I WILL HAVE TO NOW REPLACE THE WINDSHIELD
- NHTSA Complaint, July 26, 2015, ID No. 10743525: WINDSHIELD CRACKED APPROXIMATELY 8". CRACK IS INSIDE GLASS (GLASS IS SMOOTH ON EXTERIOR AND INTERIOR OF CAR). NO TEMPERATURE FLUCTUATIONS AND NO IMPACTS TO VEHICLE. VEHICLE PARKED IN GARAGE WHEN CRACK OCCURRED - GLASS WAS NOT CRACKED WHEN PARKED IN SECURE GARAGE FRIDAY EVENING. WAS CRACKED WHEN I WENT TO THE CAR ON SATURDAY AFTERNOON.
- NHTSA Complaint, July 28, 2015, ID No. 10744446: NOTICED A SMALL CRACK IN THE WINDSHIELD THE MORNING OF 7/23/15, I DO NOT RECALL ANYTHING HITTING MY WINDSHIELD, BY LUNCH TIME THE CRACK HAD SPREAD HALF WAY ACROSS THE WINDSHIELD. NOW TO REPLACE THE WINDSHIELD I'M TOLD IT IS ON NATIONAL BACK ORDER AND MAY TAKE QUITE A WHILE TO GET A REPLACEMENT. SOUNDS TO ME LIKE SUBARU INSTALLED CHEEP OR DEFECTIVE GLASS WINDSHIELDS.
- NHTSA Complaint, July 30, 2015, ID No. 10745010: MY WIFE WAS DRIVING OUR OUTBACK AROUND TOWN WHEN SHE NOTICED A SMALL CRACK IN THE CENTER WINDSHIELD, JUST BELOW THE MIRROR

ATTACHMENT POINT. SHE DID NOT RECALL ANY MAJOR STONE OR GRAVEL HITS (OTHER THAN THE USUAL DUST/DEBRIS ON NEW ENGLAND ROADS). LATER THAT DAY THE CRACK HAD SPREAD TO APPROXIMATELY 6" AND THEN THREE DAYS LATER (IN THE INTERIM, SHE WENT INTO LABOR AND HAD A BABY), THE CRACK HAD EXPANDED TO NEARLY THE LENGTH OF THE WINDSHIELD. WE IMMEDIATELY CALLED BOTH THE DEALER AND OUR INSURANCE COMPANY. AS IS STATED ELSEWHERE ON THE NTSB COMPLAINT SITE, THE ONLY WINDSHIELDS AVAILABLE FOR THE 2015 OUTBACK ARE FACTORY, OEM UNITS - WHICH ARE ON BACK ORDER FROM MOST DEALERS AND GLASS REPLACEMENT COMPANIES. GIVEN THE OVERALL NUMBER OF COMPLAINTS ABOUT WINDSHIELD CRACKING (BOTH HERE AND AVAILABLE THROUGH VARIOUS OTHER AUTOMOTIVE SITES), I BELIEVE THAT SUBARU SHOULD WORK TO FIX AN OBVIOUS ISSUE WITH THE GLASS.

- NHTSA Complaint, July 30, 2015, ID No. 10744898: WINDSHIELD CRACK ON 2015 OUTBACK WAGON. THERE WAS NO CRACK WHEN THE CAR WAS PARKED FOR THE NIGHT AT 6:00 PM. THE NEXT MORNING, THERE WAS A ~12 INCH CRACK, LEFT SIDE OF THE WINDSHIELD. THERE WERE NO OVERHANGING TREES AT THE LOCATION WHERE THE CAR WAS PARKED.
- NHTSA Complaint, July 30, 2015, ID No. 10745034: CRACK IN THE WINDSHIELD APPEARED OVER THE WEEKEND. STARTED IN THE LOWER CORNER ON THE PASSENGER'S SIDE AND SPREAD ABOUT 2/3 OF THE WAY TO DRIVER'S SIDE.
- NHTSA Complaint, August 1, 2015, ID No. 10745587: 7/28/15 - I CAME OUT TO MY 2015 SUBARU OUTBACK AT THE END OF THE WORK DAY AND FOUND A "V" SHAPED CRACK IN MY WINDSHIELD, APPROX 9-11 INCHES IN

EACH DIRECTION, ORIGINATING BELOW THE WINDSHIELD WIPER IN THE MIDDLE OF THE WINDSHIELD. MY FIRST THOUGHT WAS DEFECT IN THE GLASS SINCE THE TEMPERATURE THAT DAY WAS APPROX. 93 DEG. 7/29/15 - I WENT TO THE NEARBY DEALERSHIP AND UPON INSPECTION BY THE SERVICE DEPT. WAS TOLD "A ROCK HIT THE WINDSHIELD" WHICH CAUSED THE WINDSHIELD TO CRACK. MY RESPONSE, "HOW COULD A ROCK HIT UNDER THE WINDSHIELD WIPER WHERE THERE IS NO EVIDENCE OF A ROCK HITTING IT?" THE COST TO REPLACE THE WINDSHIELD IS OVER \$700.00, NOT COVERED BY SUBARU WARRANTY AND THE WINDSHIELDS ARE BACKLOGGED BY 4-6 WEEKS SINCE THERE NONE IN STOCK. I RETURNED HOME DISCOURAGED AND IMMEDIATELY PULLED UP NUMEROUS COMPLAINTS ABOUT THE 2015 WINDSHIELDS CRACKING. 7/30/15 - I WENT TO THE DEALER WHERE I PURCHASED MY CAR, ARMED WITH 19 PAGES OF WINDSHIELD COMPLAINTS. THE SERVICE DEPT REP INSPECTED THE WINDSHIELD AND ALSO SAID "A ROCK HIT THE WINDSHIELD" BUT SAID THIS IS COMMON OCCURRENCE, WINDSHIELDS WERE IN SCARCE SUPPLY AND NOT COVERED BY SUBARU WARRANTY. HOWEVER, HE WAS ABLE TO LOCATE THE LAST WINDSHIELD THEY HAD IN STOCK AND RESERVED IT SO I NOW HAVE A REPAIR DATE IN A WEEK. I AM STILL GOING TO HAVE TO PAY THE \$700.00 WHETHER IT IS COVERED BY MY INSURANCE COMPANY AS COMPREHENSIVE OR CASH OUT OF POCKET. I QUESTIONED THE SERVICE REP ABOUT THIS OBVIOUS DEFECT, THICKNESS OF THE GLASS AND THE HEATING ELEMENT UNDER THE PASSENGER SIDE WIPER AND OTHER VEHICLES HIT BY SMALL PEBBLES WHERE "PITTING" WOULD OCCUR BUT NOT CRACKING WHEN HIT. AS A GOOD SERVICE REP, HIS ANSWERS WERE EVASIVE BUT EMPATHETIC, WHICH LED ME TO BELIEVE THIS ISSUE IS BEING IGNORED BY SUBARU. I WAS ASSURED, THOUGH, IF IN THE

FUTURE, SUBARU WERE TO HAVE A RECALL ON THE WINDSHIELD, I WOULD BE REIMBURSED.

- NHTSA Complaint, August 3, 2015, ID No. 10745969: NEW WINDSHIELD SUFFERED A MINOR ROCK IMPACT ON THE FREEWAY. THE CRACK PROPAGATED QUICKLY. THE WINDSHIELD REQUIRES REPLACEMENT, BUT THE SUBARU DEALERS SAY THERE IS A 3 MONTH BACKLOG!
- NHTSA Complaint, August 7, 2015, ID No. 10746927: WENT TO PICK UP MY BRAND NEW 2015 OUTBACK FROM THE DEALER AND THEY INFORMED ME THE WINDSHIELD WAS CRACKED. THEY WILL BE REPLACING IT, BUT THIS CRACK IS IDENTICAL TO OTHERS DESCRIBED IN MANY COMPLAINTS. CRACK STARTED IN THE HEATED WIPER ELEMENT ON THE PASSENGER SIDE AND IS NOW ABOUT 12 INCHES IN LENGTH. SUBARU DEALER SAID THEY BELIEVE IT OCCURRED IN THEIR CAR WASH. LOOKING AT OTHER COMPLAINTS, IT IS NOW OBVIOUS SUBARU 2015 OUTBACK WINDSHIELDS HAVE A DESIGN FLAW THAT SHOULD BE ADDRESSED ASAP.
- NHTSA Complaint, August 5, 2015, ID No. 10746589: SPONTANEOUS CRACK STARTED IN THE MIDDLE OF THE WINDSHIELD RIGHT BEHIND THE REARVIEW MIRROR. THERE WAS NO DEBRIS THAT HIT THE WINDSHIELD. THE CRACK IS GROWING AND WE ARE TOLD THAT WARRANTY DOES NOT HANDLE WINDSHIELD CRACKS. WE HAVE TO PAY \$250 INSURANCE DEDUCTIBLE AND THERE IS A 4-6 MONTH DELAY ON GETTING THE NEW GLASS BECAUSE OF BACKLOG...! THIS IS NOW A SAFETY ISSUE BECAUSE IT INHIBITS OUR VISIBILITY AND WHO KNOWS WHAT MAY HAPPEN IF THERE IS A CRASH OF ANY KIND!
- NHTSA Complaint, August 12, 2015, ID No. 10748301: MY WIFE AND I BOUGHT A NEW 2015 SUBARU OUTBACK

IN POCATELLO, IDAHO. ON OUR MAIDEN VOYAGE HOME, 10 MILES FROM OUR HOME IN WYOMING THE WINDSHIELD DEVELOPED A CRACK ON THE PASSENGER SIDE. THE CRACK IMMEDIATELY SPREAD TO OVER 18 INCHES. SEVERAL WEEKS LATER WHILE WASHING THE CAR, THE CRACK RAN IN THE OPPOSITE DIRECTION ANOTHER 18 INCHES. I CONTACTED OUR GLASS SHOP AND WAS TOLD THAT THE AFTERMARKET DOESN'T HAVE WINDSHIELDS AVAILABLE FOR THE 2015 OUTBACK AT THIS TIME. I CONTACTED SAFELITE AND WAS TOLD THAT THE WINDSHIELD WOULD BE AVAILABLE IN SEVERAL DAYS. THE NIGHT BEFORE MY WIFE WAS SCHEDULED TO TAKE THE CAR IN FOR WINDSHIELD REPLACEMENT, SAFELITE CALLED ME AND TOLD ME THE WINDSHIELD WAS BACKORDERED FOR 3 MORE WEEKS AND THE COST WOULD BE 100.00 MORE THAN THE ORIGINAL QUOTE. I CANCELED THE ORDER AND CONTACTED A SUBARU DEALER WHO TOLD ME THE WINDSHIELD WAS ON NATIONAL BACK ORDER. I CONTACTED SUBARU CUSTOMER SERVICE AND WAS TOLD THEY WOULD EXPEDITE A NEW WINDSHIELD FOR US AND THAT IT SHOULD BE IN ON AUGUST 1ST. TODAY IS AUGUST 12TH, STILL NO WINDSHIELD. THE ORIGINAL CRACK HAPPENED WITHOUT EVER HEARING A ROCK HIT THE WINDSHIELD. SEVERAL DAYS AGO A SMALL ROCK HIT THE DRIVER SIDE OF THE WINDSHIELD CAUSING AN IMMEDIATE STAR CRACK THAT SPREAD TO A 24 INCH CRACK WITHIN MINUTES. THE CARS WINDSHIELD IS NOW OBSTRUCTED AND UNSAFE TO DRIVE. I AM REPORTING HERE AFTER READING ABOUT COUNTLESS WINDSHIELD FAILURES ON 2015 SUBARU OUTBACKS THAT SUGGEST SUBPAR GLASS OR A DEFECT IN THE STRUCTURAL INTEGRITY OF THE

- NHTSA Complaint, August 12, 2015, ID No. 10748058:
WINDSHIELD CRACKED IN PARKING LOT. VERY LONG

BREAK STARTING AT BASE AND CONTINUED
HALFWAY UP THROUGH THE CENTER.

- NHTSA Complaint, August 13, 2015, ID No. 10748449: MY WINDSHIELD HAS A CRACK THAT RUNS FROM THE LOWER PASSENGER SIDE TO THE CENTER OF THE WINDOW AND THEN HORIZONTALLY ACROSS TO THE DRIVER'S SIDE. THIS FIRST STARTED AS A SMALL CRACK AND GREW QUICKLY. THERE IS A TINY CHIP, LESS THAN A PIN HEAD IN SIZE NEAR THE BEGINNING OF THE CRACK. NO STAR, AND NOT THE SIZE I WOULD TAKE TO GET FIXED. I DIDN'T THINK MUCH OF IT OTHER THAN "BUMMER, A BIG CRACK IN MY BRAND NEW CAR'S WINDSHIELD" UNTIL I SAW ANOTHER OUTBACK, SAME BODY STYLE, WITH THE SAME CRACK. I CALLED THE DEALER TO GET IT REPLACED AND IT IS ON A 3 MONTH BACKORDER. THEN I CHECKED THIS WEBSITE AND SAW SEVERAL SIMILAR STORIES. PLEASE LOOK INTO THIS. IS THERE SOME KIND OF DEFECT IN THE WINDSHIELD, INSTALLATION, OR FIT? THANKS
- NHTSA Complaint, August 14, 2015, ID No. 10748794: I HEARD A POP ON THE HIGHWAY, ALTHOUGH NOTHING HIT MY VEHICLE. SEVERAL SMALL CRACKS APPEARED-ONE QUICKLY GOT LARGER. I HAD CALLED SUBARU A FEW MONTHS BEFORE ABOUT THE POP AS MY MECHANIC SAID THE WINDSHIELD SHOULD BE REPLACED-THERE WAS NO REACTION TO THIS COMPLAINT. I HAVE HAD ISSUES WITH WIND NOISE WITH THIS VEHICLE, AND HAD THE SMALL WINDOW REPLACED AS WELL. THERE IS A GENERAL ISSUE WITH THE WINDOW SIZING AND PLACEMENT OF THE WINDOWS IN THIS MODEL, AND SUBARU NEEDS TO ISSUE A RECALL BEFORE A SERIOUS ACCIDENT OCCURS.
- NHTSA Complaint, August 15, 2015, ID No. 10748906: THE WINDSHIELD DEVELOPED A MYSTERIOUS CRACK

FROM THE LOWER CORNER DRIVER SIDE, AND IT PROPAGATED ACROSS IN A WEEK A TWO. WE HAVE BEEN UNABLE TO FIND A REASONABLY PRICED AFTER MARKET WINDSHIELD AND THE QUOTED COST FROM THE DEALER IS WAY TOO HIGH. WE ALSO UNDERSTAND THAT THE DEALER HAS DIFFICULTY GETTING THE NEW GLASS IN A TIMELY MANNER. I AM NOT WILLING TO SPEND SO MUCH MONEY TO REPLACE THE WINDSHIELD WHEN IT APPEARS THAT ANOTHER CRACK MAY OCCUR ON THIS DEFECTIVE PRODUCT.

- NHTSA Complaint, August 18, 2015, ID No. 10749565: 2015 OUTBACK, OWNED LESS THAN A YEAR. A SMALL PEBBLE HIT THE BOTTOM RIGHT CORNER OF WINDSHIELD WHILE DRIVING ON I-25 SOUTH OF PUEBLO, CO. THIS CREATED A DIME SIZE STARBURST PATTERN AT THE IMPACT SIGHT. MINUTES LATER A 12 INCH+ CRACK DEVELOPED. THE CRACK CONTINUED TO EXPAND TO ALMOST THE CENTER OF THE WINDSHIELD DURING THE THE DRIVE TO TX. THE TEMPERATURE WAS ABOUT 65 DEGREES SO THE WINDSHIELD WASN'T IN FREEZING CONDITIONS. THE PEBBLE IMPACT WAS NOTHING OF NOTE AND HARDLY GOT OUR ATTENTION. IN 4 DECADES OF DRIVING AND HAVEN TAKEN MANY ROCKS TO THE WINDSHIELD OF DIFFERENT MAKES OF VEHICLES I'VE NEVER SEEN THIS RESULT.
- NHTSA Complaint, August 20, 2015, ID No. 10749986: CAR WAS SITTING IN DRIVEWAY. SOMETHING HIT BASE OF WINDSHIELD AND STARRED IT AT SPOT HIT. THE STAR SPREAD QUICKLY AS A CRACK RUNNING UP THE WINDSHIELD. THIS APPEARS TO BE A SAFETY ISSUE AS OTHER 2015 OUTBACK OWNERS ARE REPORTING MULTIPLE CRACKS IN WINDSHIELDS AS WELL.

- NHTSA Complaint, August 23, 2015, ID. No. 10758656: A SMALL OBJECT HIT THE PASSENGER SIDE LOWER PART OF THE WINDSHIELD. AT FIRST THERE WAS A SMALL STAR SHAPE MARK THAT I THOUGHT COULD BE FIXED. HOWEVER IT SPREAD QUICKLY. I WENT TO AMERICAN AUTO GLASS AND WAS TOLD THAT HE HAD MANY OF THESE WINDSHIELD ON BACK ORDER AND THAT THEY WERE ONLY MADE BY SUBARU. I WAITED FOR ABOUT 6 WEEKS AND STILL NO WINDSHIELD . I CALLED CUSTOMER SERVICE AT SUBARU AND FINALLY I RECEIVED A WINDSHIELD ABOUT 7 WEEKS AFTER IT CRACKED. THE MANAGER AT AMERICAN AUTO GLASS TOLD ME THAT HE HAS NEVER SEEN SO MANY CRACKED WINDSHIELDS IN A NEW MODEL CAR AND FELT THAT SUBARU HAD AN ISSUE. LAST WEEK ABOUT 2 MONTHS AFTER I HAD THE GLASS REPLACED I HAD ANOTHER CRACK AT ALMOST THE SAME PLACE AS THE FIRST CRACK. I CALLED SUBARU AND HAD IT INSPECTED BY SUBARU AND THEY SAID I NEEDED A NEW WINDSHIELD AND THAT IT WAS NOT COVERED UNDER WARRANTY. I THAN BROUGHT IT TO SAFELIGHT AUTO GLASS AND THEY WERE ABLE TO REPAIR IT. I FEEL THAT THERE IS A SAFETY ISSUE WITH THE WINDSHIELDS IN THE 2015 SUBARU OUTBACK AND THAT SUBARU NEEDS TO COME UP WITH A FIX. I WILL ALSO FOLLOW UP WITH CUSTOMER SERVICE AT SUBARU
- NHTSA Complaint, August 24, 2015, ID No. 10758773: HAD A SMALL STONE HIT THE WINDSHIELD AND SAW NOTHING AT THE TIME. ABOUT HALF HOUR LATER, WE SAW A CRACK IN THE LOWER PART OF THE WINDSHIELD, WHICH SPREAD QUICKLY ACROSS THE DRIVER'S SIDE. WAS TOLD BY THE GLASS REPLACEMENT COMPANY THAT THESE WINDSHIELDS WERE ON BACK ORDER AND HAD TO WAIT WEEKS FOR REPAIR. THEN ON AUGUST 22, 2015 WE HAD ANOTHER SMALL STONE HIT THE WINDSHIELD ON THE DRIVER'S SIDE. IT WAS SMALL AND NORMALLY

WE WOULD HAVE BEEN ABLE TO GET THIS FIXED. BUT WE SAW IT START TO SPREAD AND THEN HEARD A LOUD POP AND SAW THE THING STAR OUT INTO SIX DIFFERENT DIRECTIONS QUICKLY. THESE STONES WERE NOT VERY LARGE AND I'VE NEVER HAD A WINDSHIELD REACT LIKE THE SUBARU. I'VE HAD LARGER STONES HIT OUR SUBARU AND WAS ABLE TO GET A REPAIR PRIOR TO A WINDSHIELD BEING REPLACED. I BELIEVE THERE IS AN ISSUE IN THE MANUFACTURE OF THESE WINDSHIELDS. THESE ARE EXPENSIVE TO KEEP REPLACING AND I AM CONCERNED WITH SAFETY OF THESE WINDSHIELDS.

- NHTSA Complaint, August 24, 2015, ID No. 10759014: DRIVING HOME UPON TAKING DELIVERY, THE WINDSHIELD CRACKED, STARTING AT THE PASSENGER SIDE WIPER. WITHIN 20 MILES, THE CRACK WAS 24" LONG. WE DID NOT HIT ANYTHING. AFTER TWO DAYS OF FIGHTING WITH THE DEALER, THEY REPLACED THE WINDSHIELD. THREE DAYS AGO, WITH APPROX. 2000 MILES ON THE VEHICLE, IT CRACKED AGAIN. AGAIN, WE DID NOT HIT ANYTHING. THE DEALER WILL NOT REPLACE IT. THERE HAS TO BE AN ISSUE WITH THIS VEHICLE. I'M AN ENGINEER, AND HAVE BEEN DRIVING FOR 35 YEARS. I'VE NEVER EXPERIENCED ANYTHING LIKE THIS.
- NHTSA Complaint, August 25, 2015, ID No. 10759059: WITHIN 9 DAYS OF RECEIVING A REPLACEMENT WINDSHIELD FOR MY SUBARU OUTBACK, MY WINDSHIELD WAS DAMAGED AGAIN. THE DEALER NOTED IT ON 8/8/15 AND THE WINDSHIELD WAS REPLACED ON 7/31/15. I DO NOT RECALL ANY ROCK HITTING THE WINDSHIELD. THE TOP CORNER OF THE PASSENGER SIDE WINDSHIELD HAD A CRACK. I DID CONTACT SUBARU OF AMERICA WHO AGREED TO REPLACE THE WINDSHIELD FREE OF CHARGE.

- NHTSA Complaint, August 25, 2015, ID No. 10759058: WINDSHIELD WAS HIT BY A ROCK. IN THE MIDDLE OF THE PASSENGER SIDE. APPROXIMATELY THE SIZE OF A DIME. WITHIN 4 HOURS, LEAVING THE CAR PARKED, THE CRACK SPREAD A FEW INCHES TO THE LEFT TOWARDS THE DRIVER SIDE. IT STOPPED IN THE MIDDLE. OVER THE COURSE OF A FEW DAYS, THE CRACK SPREAD UNTIL IT WAS ALMOST WITHIN VIEW OF THE DRIVER.
- NHTSA Complaint, August 27, 2015, ID. No. 10759757: WE HAVE 7,100 MILES ON OUR NEW & VERY FIRST SUBARU OUTBACK. THIS PAST WEEK WE DEVELOPED A CRACK THAT BEGAN ON THE LOWER 4 INCHES / CENTER PORTION ON THE PASSENGER SIDE OF WINDSHIELD. YES, THERE IS A "VERY SMALL NICK" FROM WHERE IT BEGAN. BELIEVE ME, IT'S SMALLER THAN THE TOP OF A STRAIGHT PIN. THE CRACK STARTED OUT IN 2 DIRECTIONS AND OVER THE PAST FEW DAYS HAS GROWN TO 20 INCHES AND 11 INCHES RESPECTFULLY, AS OF TODAY. IF YOU LOOK AT THE DATA ON THE NHTSA WEB SITE FOR COMPLAINTS ABOUT THE 2015 SUBARU OUTBACK (104 TOTAL 8/20/15) 65 OF THEM ARE ABOUT WINDSHIELDS CRACKING AT A VERY HIGH FREQUENCY RATE. PLUS, THE SUBARUOUTBACK.ORG WEB SITE HAS A LITANY OF THE SAME COMPLAINTS . IT'S TO THE POINT, THAT THERE IS A SERIOUS BACKORDER OF WINDSHIELDS FOR THE OUTBACK. THERE HAVE EVEN BEEN CASES, WERE AFTER REPLACEMENT, THE PROBLEM HAPPENS AGAIN, SHORTLY THEREAFTER. I HAVE TRIED TO FIND THIS TYPE OF PROBLEM WITH OTHER VEHICLES / BRANDS FOR 2015. THERE ARE NONE TO BE FOUND! EXCEPT THE 2015 SUBARU LEGACY, 10 CURRENTLY , SAME TYPE OF WINDSHIELD. THAT WOULD MAKE IT AROUND 75 WINDSHIELD CRACKING COMPLAINTS TOTAL. SOMETHING OTHER THAN "BAD LUCK" IS CAUSING THIS ISSUE. SUBARU NEEDS TO SERIOUSLY TAKE THIS ISSUE TO THEIR ENGINEERING PEOPLE

AND FIND IT'S ROOT CAUSE AND COVER A PROPER REPLACEMENT . I WOULDN'T RECOMMEND ANYONE RUNNING OUT AND GETTING A REPLACEMENT UNTIL THIS WHOLE PROBLEM IS ADDRESSED. AGAIN, THE REPLACEMENT WINDSHIELDS ARE CRACKING ALSO. SUBARU "PLEASE STEP UP" AND DO THE RIGHT THING FOR THE SAKE OF YOUR REPUTATION AND THE SATISFACTION OF YOUR MANY CUSTOMERS, BOTH OLD AND NEW.

- NHTSA Complaint, August 28, 2015, ID No. 10760241: I JUST PURCHASED A 2016 OB 2.5I PREMIUM. I HAVE HAD THE CAR FOR A WEEK AND A HALF. ON FRIDAY I DECIDED TO WASH MY CAR FOR THE FIRST TIME. I STARTED ON THE DRIVERS SIDE, RAISED THE DRIVERS SIDE WIPER, WENT AROUND THE FRONT OF THE CAR AND RAISED THE PASSENGER SIDE WIPER. I THEN WASHED AROUND THE CAR. WHEN I WENT TO PUT THE DRIVERS SIDE WIPER DOWN IT HIT THE PASSENGER SIDE WIPER AND SLAPPED IT DOWN ONTO THE WINDSHIELD. AN HOUR LATER I NOTICED A CRACK COMING FROM THE PASSENGER SIDE. I DID THE "PEN TEST" AND FOUND A SMALL DEPRESSION UNDER THE WIPER. NO ROCK HIT MY WINDSHIELD, IT WOULD HAVE HAD TO PASS THROUGH THE WIPER. THATS IMPOSSIBLE. BECAUSE I WAS JUST FREAKING AMAZED THAT IT COULD OF HAPPENED I RAISED THE PASSENGER WIPER AND LET IT COME DOWN ON THE WINDSHIELD TO SEE WHAT WOULD HAPPEN. IT PUT A SECOND CRACK IN THE WINDSHIELD, NOT ONE EMANATING FROM THE FIRST BUT A WHOLE NEW CRACK. IM TAKING IT TO MY DEALER TOMORROW.
- NHTSA Complaint, August 31, 2015, ID No. 10760316: THREE DAYS AGO, OUR NEW SUBARU OUTBACK (PURCHASED IN LATE FEBRUARY 2015) DEVELOPED A CRACK IN THE WINDSHIELD OVERNIGHT THAT IS NOW OVER TWO FEET IN LENGTH. THE CRACK RUNS

FROM THE TOP EDGE, MID-WINDSHIELD ON THE DRIVER'S SIDE, AND CIRCLES AROUND THE REAR VIEW MIRROR BEFORE TAILING OFF A FOOT OR SO ABOVE THE BOTTOM EDGE, IN FRONT OF THE PASSENGER'S SIDE. NO OBJECT STRUCK THE WINDSHIELD, IT SIMPLY CRACKED. WE CONTACTED THE DEALERSHIP, WHO TOLD US THAT THIS WOULD NOT BE COVERED UNDER THE WARRANTY, THAT NO AFTERMARKET WINDSHIELDS ARE AVAILABLE FOR THIS MODEL, AND QUOTED A PRICE OF \$625 (BEFORE TAXES) FOR REPLACEMENT WITH SUBARU GLASS. THE DEALERSHIP ALSO INDICATED THAT THERE ARE ONLY A FEW SUBARU WINDSHIELDS AVAILABLE IN THE US. AFTER HEARING THIS, WE WENT ONLINE AND DISCOVERED THAT MANY OTHERS HAVE HAD SIMILAR EXPERIENCES WITH THIS MODEL. NO WONDER THERE ARE SO FEW WINDSHIELDS AVAILABLE! SINCE WE BOUGHT THE CAR, WE HAVE NOTICED SIGNIFICANT ROAD NOISE INSIDE THE CABIN, EVEN WITH ALL WINDOWS TIGHTLY CLOSED. THIS, COUPLED WITH THE NUMBER OF SIMILAR COMPLAINTS WE'VE SEEN ABOUT CRACKED WINDSHIELDS ON 2015 SUBARU OUTBACKS, LEADS US TO BELIEVE THAT SUBARU SHOULD RECALL THE MODEL, IN ORDER TO ADDRESS THE DESIGN FLAW BEFORE SOMEONE IS KILLED OR INJURED.

- NHTSA Complaint, September 1, 2015, ID No. 10760851: I WAS AT WORK TODAY AND WHEN I LEFT I SAT IN THE OUTBACK FOR ABOUT 10 MIN WITH THE AIR CONDITIONING ON AND MADE PHONE CALLS. WHEN I GOT READY TO TAKE OFF I HEARD A CRACK. I LOOKED AROUND AND DIDN'T SEE ANYTHING. ABOUT 30 MINUTES AGO, MY HUSBAND AND I WENT TO PICK UP THE GRANDKIDS AND MY HUSBAND SAID, "HOW DID THE WINDSHIELD GET CRACKED? HE WAS RIGHT IT WAS CRACKED RIGHT AT THE REARVIEW MIRROR. I CALL THE SERVICE DEPARTMENT OF THE SALES COMPANY AND THEY SAID I WILL HAVE TO

COME WHEN A SUBARU REP IS IN THE STORE AND HE WILL TELL WHETHER IT WAS DEFECTIVE MATERIAL. IT HAS TO BE A DEFECT, I WAS SITTING STILL AND IT JUST CRACKED. IT WAS NOT HIT BY ANYTHING, AND THERE ARE NO INDENTS WHERE IT WAS HIT.

- NHTSA Complaint, September 4, 2015, ID No. 10761600: TRAVELING FROM KANSAS CITY MO TO PHOENIX WINDSHIELD DEVELOPED CRACK WHILE DRIVING. WE WERE TRAVELING IN A LIGHT RAIN AND THERE WAS SOME VERY SMALL PEA GRAVEL BEING THROWN UP BY PASSING CARS ON THE OPPOSITE SIDE OF CAR. THE CRACK CENTERED OVER THE PASSENGER WIPER ABOUT 4 INCHES UPWARD. THERE WAS NO STAR FORMATION. I TOOK IT TO THE SUBARU DEALERSHIP IN CHANDLER AZ. I WAS TOLD BY THE GENERAL MANAGER THAT THERE WAS A BACK ORDER ON THE GLASS BUT TO WAIT UNTIL I RETURNED TO KANSAS CITY FOR REPAIR. DURING OUR DRIVE HOME I CALLED OUR INSURANCE, SUBARU (WHERE PURCHASED) AND GLASS COMPANY. I FOUND THAT GLASS ON MY OUTBACK WAS AT LEAST 6 WEEKS OUT. AFTER 6 WEEKS I WAS AGAIN TOLD THE GLASS REMAINS ON BACKORDER. IT WAS FINALLY REPLACED BY SAFELITE ON AUGUST 25TH. PLEASE LOOK INTO THIS. IS THERE SOME KIND OF DEFECT IN THE WINDSHIELD, INSTALLATION, OR FIT? THANKS
- NHTSA Complaint, September 5, 2015, ID No. 10761752: THE WINDSHIELD CRACKED HORIZONTALLY ON THE DRIVER'S SIDE. NOTHING HIT THE WINDSHIELD TO CAUSE THE CRACK. IT WAS FINE WHEN I GOT HOME FROM WORK AND PARKED THE VEHICLE IN THE GARAGE; THE FOLLOWING MORNING THE CRACK WAS THERE.
- NHTSA Complaint, September 7, 2015, ID No. 10761943: FOR UNKNOWN REASONS, MY WINDSHIELD CRACKED

ON THE DRIVER'S SIDE WHILE IT WAS PARKED IN THE DRIVEWAY. THERE IS NO EVIDENCE OF ANY IMPACT DAMAGE.

- NHTSA Complaint, September 10, 2015, ID. No. 10762933:
NOTICED A CRACK IN THE WINDSHIELD ON 8/27/15. IT EXTENDED FROM UNDER THE RIGHT WINDSHIELD WIPER TOWARDS THE CENTER OF THE WINDSHIELD ABOUT 18 INCHES LONG. I COULD NOT THINK OF AN OBJECT HAVING HIT THE WINDSHIELD, THEN RECALLED DRIVING DOWN THE STREET EARLIER AT ABOUT 30 MPH. I HAD HEARD A LOUD POP SOUND, BUT THOUGHT IT WAS COMING FROM UNDER THE CHASIS, LIKE THE SOUND OF A ROCK FLYING UP FROM A TIRE AND HITTING UNDERNEATH. IN RETROSPECT THIS WAS PROBABLY WHEN THE WINDSHIELD CRACKED. ONLINE RESEARCH I DID EARLIER SHOWED HUNDREDS OF COMPLAINTS ABOUT THE WINDSHIELDS ON THE 2015 OUTBACKS CRACKING EASILY, MANY OF WHICH DID NOT INVOLVE OBJECTS HITTING THE CAR. I FOUND SEVERAL SITES OF SIMILAR COMPLAINTS, WITH THE LINKS OF 1 BELOW. I BROUGHT THE CAR INTO THE DEALER THE NEXT DAY AND EXPLAINED THAT THE WINDSHIELD HAD SPONTANEOUSLY CRACKED. THEY INITIALLY TOLD ME THAT MY CRACK APPEARED TO HAVE BEEN CAUSED BY AN OBJECT AND NOT COVERED UNDER WARRANTY. I ASKED THEM TO EXPLAIN HOW AN OBJECT COULD POSSIBLY HAVE HIT THE GLASS AND NOT DAMAGED THE WIPER, WHICH WAS FULLY INTACT. THEY SAID: "THE WIPER BLADE MUST HAVE BEEN MOVING WHEN A ROCK STRUCK WINDSHIELD". I SAID NO, THE WIPER BLADES HAVE NOT BEEN USED IN SEVERAL DAYS SINCE IT HAD NOT BEEN RAINING. ALSO, AN INSURANCE APPRAISER LOOKED AT THE DAMAGED GLASS AND SAID THIS WAS NOT CAUSED BY AN OBJECT HITTING IT FROM THE OUTSIDE, SINCE THE CRACK HE SAID WAS AN "INSIDE-OUT" CRACK BASED ON THE FEEL OF

THE CRACK. A WARRANTY CLAIM WAS SUBMITTED BY THE DEALER TO SUBARU OF AMERICA. WITHIN 2-3 DAYS THE DECISION WAS MADE BY SOA TO COVER THE GLASS UNDER WARRANTY. FORTUNATELY THE DEALER HAD A NEW WINDSHIELD IN STOCK, HOWEVER, THERE ARE MANY REPORTS OF THE WINDSHIELD HAVING BEEN BACK ORDERED FOR WEEKS AT A TIME, WHICH IS A SAFETY ISSUE.

- NHTSA Complaint, September 13, 2015: THE WINDSHIELD CRACKED IN THE BOTTOM CORNER OF THE PASSENGER SIDE, MERELY AS A RESULT OF THE WINDSHIELD WIPER RETRACTING ONTO IT WHILE BEING WASHED. (I HAVE NEVER IN MY 30+ YEARS OF DRIVING CARS HAD A WINDSHIELD CRACK FROM THE IMPACT OF A WINDSHIELD WIPER RETRACTING ONTO IT!!!) THE CRACK HAS SINCE SPREAD ALMOST TO THE DRIVER SIDE. BASED ON MY OWN RESEARCH AND INVESTIGATION, I BELIEVE THE BUILT IN WINDSHIELD DE-ICER UNIT COMPROMISES THE INTEGRITY OF THE WINDSHIELD GLASS. IN THE EVENT AN ACCIDENT WERE TO OCCUR, THE WINDSHIELD COULD VERY WELL SHATTER AND CAUSE BODILY INJURY. A SUBARU OF AMERICA REPRESENTATIVE CONFIRMED VIA EMAIL THAT "IN THE PAST FEW MONTHS WE HAVE SEEN A HIGHER DEMAND FOR WINDSHIELD REPLACEMENT THAN WE USUALLY SEE. OUR PARTS DEPARTMENT IS WORKING HARD WITH RETAILERS AND SUPPLIERS AVAILABILITY....WE HAVE ALSO UPDATED OUR PRODUCTION PROCESS TO IMPROVE THE DURABILITY OF OUR WINDSHIELDS." CLEARLY, THE SUBARU OUTBACK 2015 WINDSHIELDS HAVE A DEFECT, AND THERE SHOULD BE A RECALL FOR THEM TO BE REPLACED AT NO COST TO THE OWNER BEFORE SOMEONE GETS HURT. I HAVE AN APPOINTMENT WITH THE LOCAL DEALERSHIP TO HAVE THE WINDSHIELD REPLACED NEXT WEEK. ONLY TIME WILL TELL HOW LONG THIS WILL TAKE AND

HOW MUCH IT IS GOING TO COST. IN FAIRNESS, THE SUBARU OF AMERICA REP HAS ASKED ME TO SEND A COPY OF THE REPLACEMENT RECEIPT TO SEE IF THEY CAN HELP WITH THE COST. CONSIDERING SUBARU'S REPUTATION, MY HOPE IS THEY WILL ULTIMATELY REIMBURSE ME IN FULL.

- NHTSA Complaint, September 16, 2015, ID No. 10764422: NOTICED A SMALL WINDSHIELD CRACK AND WAS TOLD IT COULDNT BE REPAIRED. IT STAYED SMALL FOR A MONTH OR SO THEN SPREAD RAPIDLY WHEN WEATHER HEATED UP. I'VE HAD DINGS BEFORE IN PRIOR CARS' WINDSHIELDS, BUT NEVER A CRACK.
- NHTSA Complaint, September 21, 2015, ID No. 10766830: WINDSHIELD CRACKED WHILE DRIVING THROUGH LAKE TAHOE AREA WITHOUT ANY DEBRIS HITTING WINDSHIELD. THE CRACK STARTED AT LOWER PASSENGER CORNER AND HAS GROWN PAST MID SECTION OF THE WINDSHIELD. THIS IS THE 2ND WINDSHIELD DAMAGED BEYOND REPAIR ON THIS VEHICLE.
- NHTSA Complaint, September 29, 2015, ID No. 10778563: IN LESS THAN SIX MONTHS, TWO WINDSHIELDS HAVE CRACKED WITH NORMAL USAGE. VEHICLES HAS LESS THAN 4600 MILES. THIS IS EITHER A GLASS FAILURE ISSUES OR A DESIGN FLAW. EITHER WAY, UNSAFE.
- NHTSA Complaint, September 30, 2015, Id No. 10778668: THIS WILL BE THE SECOND WINDSHILED REPLACED SINCE I BOUGHT MY OUTBACK IN MARCH 2015. FIRST TIME IT CRACKED, FOR NO APPARENT REASON, 2 WEEKS AFTER PURCHASE. NOW ON SECOND WINDSHILED, AND SEAL IN UPPER RIGHT IS BROKEN, AND CAN'T TAKE IT OUT OF THE GARAGE BECAUSE THERE'S A DELUGE OF RAIN OUT THERE. MUST WAIT

FOR FACTORY REPLACEMENT BECAUSE IT'S TOO NEW!

- NHTSA Complaint, October 8, 2015, ID. No. 10782117: TL* THE CONTACT OWNS A 2015 SUBARU OUTBACK. WHILE DRIVING 75 MPH, A PEBBLE STRUCK THE CONTACT'S WINDSHIELD AND CREATED A TWELVE INCH CRACK. UPON ARRIVING HOME, THE CRACK EXPANDED TO APPROXIMATELY SIXTEEN INCHES IN THE SHAPE OF THE LETTER "U". THE VEHICLE WAS NOT TAKEN TO A DEALER OR REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 12,000.
- NHTSA Complaint, October 10, 2015, ID No. 10781227: NON COLLISION OR OTHER VEHICLE DAMAGE CRACK IN WINDSHIELD. A CRACK APPEARED ON THE PASSENGER SIDE OF THE WINDSHIELD. ACCORDING TO OWNER WEBSITE THIS IS AN ONGOING PROBLEM OF WHICH SUBARU IS AWARE FOR THE 2015 AND 2016 MODEL YEARS. THEY OCCASIONALLY COVER THE REPAIR UNDER WARRANTY CLAIMING THEY DO SO AS A "COURTESY" CAR WAS STATIONARY, PARKED IN GARAGE ENGINE OFF. WINDSHIELD JUST CRACKED
- NHTSA Complaint, October 12, 2015, ID No. 10781453: OUR 2015 SUBURU OUTBACK WAS PURCHASED IN APRIL 2015. IN JULY, THE WINDSHIELD CRACKED (RIGHT UP THE MIDDLE AND THEN, BRANCHED OUT TO BOTH SIDES) RIGHT BEFORE OUR EYES IN THE PARKING LOT OF THE ZOO. NO IMPACT OF ANY DEBRIS WAS HEARD OR EVIDENT. WE HAD THE WINDSHIELD REPLACED AFTER SUBURU DETERMINED A POINT OF IMPACT FROM DEBRIS. WE DID NOT AGREE, BUT WE NEEDED A NEW WINDSHIELD, SO WE PAID FOR IT. ON OCTOBER 8, AFTER GETTING INTO CAR AT WORK PARKING LOT, ANOTHER CRACK WAS DISCOVERED AND MATCHED THE JULY'S CRACK EXACTLY. AGAIN, NO IMPACT OF DEBRIS AND THE START OF THE

CRACK STARTS AT THE VERY BOTTOM OF THE WINDSHIELD. I VISITED SUBURU THIS MORNING FOR ROUTING MAINT AND THEY INFORMED ME OF NO RECALL AND DIDN'T DO ANYTHING ABOUT IT. I AM REPLACING THE WINDSHIELD, AGAIN, IN A COUPLE OF DAYS. I SUSPECT THERE IS SOMETHING WRONG WITH THE MANUFACTURING OR DESIGN OF THE OUTBACK.

- NHTSA Complaint, October 14, 2015, ID No. 10782117: TL* THE CONTACT OWNS A 2015 SUBARU OUTBACK. THE CONTACT STATED THAT WHILE THE VEHICLE WAS ON, THE FRONT WINDOW DEFROSTER CAUSED THE FRONT WINDSHIELD TO CRACK. THE CRACK WAS LOCATED IN THE MIDDLE OF THE WINDSHIELD AND EXTENDED UPWARD. ALSO, THE CONTACT INDICATED THAT THE PLASTIC EXTERIOR PANEL NEAR THE WINDOW MELTED. THE CAUSE OF THE FAILURE WAS NOT DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 3,400...UPDATED 06/09/15*BF
- NHTSA Complaint, October 23, 2015, ID No. 10785682: ON SUNDAY OCT 11TH WHILE SITTING IN THE DRIVEWAY AND WASHING THE CAR A SPIDER CRACK APPEARED UNDER THE TIP OF THE PASSENGER SIDE WINDSHIELD WIPER THAT HAS SPREAD ACROSS TO JUST ABOUT THE REAR VIEW MIRROR. WENT TO THE DEALER WHO THEN TOOK SOME PHOTOS TO SEND TO SUBARU. AFTER MANY CALLS BACK AND FORTH WE ARE STILL WAITING ON A DETERMINATION. FIRST WAS TO BE BE TODAY 10/23 NOW BEING TOLD 10/28. THERE IS NO EVIDENCE OF AN EXTERNAL IMPACT AND AS THE CAR IS SITTING IN THE DRIVEWAY IT SEEMS IT IS BEING PUSHED OUT FROM THE INSIDE.
- NHTSA Complaint, October 26, 2015, ID No. 10785981: THE WINDSHIELD CRACKED EARLIER THIS YEAR AND

HAD TO BE REPLACED. THE CRACK EXTENDED FROM THE UPPER RIGHT TO THE DRIVERS SIDE. LAST WEEK A ROCK HIT MY WINDSHIELD AND WITHIN MINUTES A 2 FOOT CRACK APPEARED (EXTENDS FROM UPPER RIGHT TO THE MIDDLE). THE CRACK IS CONTINUING TO GROW. I'M CONCERNED THERE IS A SAFETY ISSUE WITH THE WINDSHIELD.

- NHTSA Complaint, November 4, 2015, ID No. 10788422: MY WINDSHIELD CRACKED WHILE ON THE HIGHWAY. I DID NOT SEE OR HEAR A STONE HIT. 3 OTHER PEOPLE WERE IN THE CAR WHEN A 10 INCH CRACK APPEARED FROM THE DRIVER SIDE CORNER POST TOWARD THE MIDDLE. NO ONE SAW OR HEARD A STONE HIT. I CAME HOME AND RESEARCHED IT AND THERE ARE MANY COMPLAINTS ON THE OUTBACK FORUM ABOUT HOW EASILY THEIR WINDSHIELDS BROKE. I THINK IT IS A SAFETY ISSUE IF SO MANY OF SUBARU'S NEW WINDSHIELDS ARE CRACKING SO EASILY.
- NHTSA Complaint, November 10, 2015, ID. No. 10789553: WHILE DRIVING ON THE HIGHWAY, A SMALL ROCK HIT OUR WINDSHIELD IN THE PASSENGER SIDE DEICER AREA. WE HAVE RECEIVED A NOTICE THAT SUBARU KNOWS THERE IS AN ISSUE WITH WINDSHIELDS CRACKING AT THE DEICER AREA, BUT THE LOCAL DEALER STATES THAT OUR CRACK INITIATED ABOVE THE AREA FOR WHICH THEY ACCEPT RESPONSIBILITY. THE DEICER AREA ON OUR WINDSHIELD EXTENDS ABOVE THE SPOT WHERE THE ROCK HIT, BUT SUBARU IS TRYING TO LIMIT RESPONSIBILITY TO A LOWER AREA. VISIBILITY IS A HIGHLY IMPORTANT COMPONENT OF SAFE DRIVING. THE DEICER AREA WAS NOT APPLIED BY TWO DIFFERENT MANUFACTURING PROCESSES WHEN IT IS A FEW INCHES APART. SUBARU IS TRYING TO LIMIT LIABILITY FOR A DESIGN OR MANUFACTURING FLAW. WE BELIEVE THAT SHOULD NOT BE ALLOWED.

- NHTSA Complaint, November 14, 2015, ID No. 10790396: SMALL PEBBLE STRUCK WINDSHIELD PASSENGER SIDE AT EDGE ADJACENT TO HEATING ELEMENT AT LEVEL OF MID WINDSHIELD. THIS LEFT A SMALL SHALLOW PIT IN OUTER GLASS. 12 HOURS LATER A CRACK DEVELOPED AT THE WINDSHIELD EDGE AND EXTENDED 12 INCHES TOWARD THE MIDDLE OF THE WINDSHIELD WHICH IS SLOWLY EXTENDING
- NHTSA Complaint, November 17, 2015, ID No. 10794385: I HAVE HAD THIS CAR FOR 1 YEAR AND HAVE HAD 3 WINDSHIELDS CRACK. I HAVE NEVER HAD A CAR THAT HAD THIS MANY INCIDENTS WITH CRACKED WINDSHIELDS
- NHTSA Complaint, November 23, 2015 ID No. 10806357 PURCHASED THE 2015 OUTBACK IN SEPT. 2014. TOOK TO BACK TO DEALERSHIP SERVICE DEPT. OCTOBER. 24, 2014 BECAUSE OF LOUD POPPING NOISE AROUND WINDSHIELD ESPECIALLY WHEN BLUETOOTH PHONE CONNECTED. THEY COULD NOT FIND ANY PROBLEMS. POPPING NOISE AROUND WINDSHIELD CONTINUED FROM TIME TO TIME. TOOK BACK TO DEALER JULY 29, 2015 FOR POPPING NOISE AROUND WINDSHIELD AND POOR RADIO AM RECEPTION. THEY REPLACED THE RADIO BUT AM RADIO RECEPTION STILL NOT GREAT. GOT IN THE OUTBACK ON NOV 17, 2015 AND THERE WAS A 5" CRACK ON THE BOTTOM OF THE WINDSHIELD SLIGHTLY RIGHT OF THE CENTER. A COUPLE OF WEEKS BEFORE THIS I WAS DRIVING AND HEARD A VERY LOUD POPPING NOISE. IT MADE ME JUMP AS I THOUGHT THE WINDSHIELD WAS GOING TO SHATTER BUT NOTHING HAPPENED. I HAD RECEIVED A LETTER FROM SUBARU ABOUT WINDSHIELD CRACKING PROBLEMS SO I CONTACTED THE DEALERSHIP. I TOOK IT IN SO THEY COULD TAKE A PICTURE. AT THAT TIME I ALSO REPORTED PROBLEMS WITH THE DEFROSTER NOT KEEPING THE

WINDSHIELD CLEAR ESPECIALLY ON RAINY DAYS AND NIGHTS. THIS PROBLEM WITH THE DEFROSTER HAS OCCURRED SEVERAL TIMES AND IT WAS IN THE LOWER PORTION OF THE WINDSHIELD. I THOUGHT THE SUBARU HAD ELECTRICAL ISSUES BECAUSE OF THE POPPING, POOR AM RADIO RECEPTION AND THE DEFROSTER. NOW THE WINDSHIELD! THIS IS MY FIRST SUBARU AND POSSIBLY LAST IF THE PROBLEMS PERSIST. ALL OF THE INCIDENTS HAPPENED WHILE DRIVING BUT WHEN I DISCOVERED THE CRACK IT WAS PARKED IN THE GARAGE. CRACK IS NOW ABOUT 9".

- NHTSA Complaint, December 16, 2015, ID No. 10810785: DURING A RECENT TRIP TO COLORADO, THE FRONT WINDSHIELD ON MY NEW 2015 SUBARU OUTBACK DEVELOPED A DOZEN SMALL PITS IN THE EXTERIOR GLASS SURFACE FROM CONTACT WITH VERY TINY PEBBLES. TWO OF THE PITS HAVE DEVELOPED LARGE CRACKS THAT HAVE GROWN TO LENGTHS EXCEEDING 15 INCHES. THE TINY PEBBLE STRIKES SHOULD NOT HAVE CAUSED SUCH PITS BASED ON MY EXTENSIVE DRIVING EXPERIENCE. I BELIEVE THERE TO BE A DEFECT IN THE GLASS ITSELF, MAKING IT UNUSUALLY BRITTLE. THE PEBBLE STRIKES OCCURRED WHILE DRIVING AT HIGHWAY SPEEDS (I.E. 55-65 MPH) ON PAVED ROADWAYS. THE TEMPERATURE OUTSIDE DURING THE PEBBLE STRIKES, WHICH TOOK PLACE OVER SEVERAL DAYS OF DRIVING, RANGED FROM 20 TO 45 DEGREES F. THE CRACKS APPEAR TO STILL BE GROWING.
- NHTSA Complaint, December 27, 2015, ID No. 10816355: WHILE PARKED OVERNIGHT THE FRONT WINDSHIELD DEVELOPED A 18 INCH HORIZONTAL CRACK AT EYE LEVEL STARTED FROM THE DRIVERS SIDE. THE CRACK IS TRAVELING. AIR TEMP WAS IN THE 70'S, NO RAIN OR HAIL, HAPPENED SOMETIME BETWEEN DEC 24-26, 2015. ODOMETER WAS 9200. I SAW ON A CAR

COMPLAINTS WEBSITE MANY OTHER 2015 OUTBACKS WITH THE SAME ISSUE.

- NHTSA Complaint, January 1, 2016, Id No. 10817540: 2016 SUBARU OUTBACK WHILE DRIVING CAR ON I-95 , NOTICED 4-4 IN. CRACK IN LOWER DRIVER SIDE WINDSHIELD ,AFTER INVESTIGATING NOTICED SMALL PIT SIZE OF PENCIL POINT WHERE THE CRACK STARTED. CRACK KEPT GROWING. NEXT DAY CONTINUED MY TRIP ON I-95 , ABOUT 3 HRS LATER ANOTHER CRACK APPEARED IN THE UPPER CENTER OF THE WINDSHIELD , AFTER INVESTIGATING NOTICED SMALL PIT THE SIZE OF PENCIL POINT WHERE THE CRACK STARTED. SAME AS FIRST CRACK I DID NOT NOTICE ANY DEBRIS HITTING THE WINDSHIELD . I RESEARCHED ON THE INTERNET AND FOUND NUMEROUS SIMILAR INCIDENTS WITH SUBARU OUTBACKS. I BELIEVE THIS IS A MAJOR SAFETY ISSUE WITH THE GLASS IN THE WINDSHIELD
- NHTSA Complaint, January 11, 2016, ID No. 10819549: WHILE I WAS DRIVING I HEARD A POP, DID SEE OR NOTICE ANYTHING. NEXT DAY I HAD A CRACK IN MY DRIVER SIDE WINDSHIELD, ABOUT 8-10 INCHES CRACK. THOUGHT I HAD GLASS COVERAGE BUT ITS \$1000 DEDUCTIBLE. SAFELITE COST IS \$461.55. I HAVE THE 2015 SUBARU OUTBACK WITH EYESIGHT, THAT MEANS AFTER SAFELIGHT REPAIRS THE WINDSHIELD I THEN NEED TO BRING THE CAR TO MY SUBARU DEALER TO HAVE THE EYESIGHT RECALIBRATE FOR ABOUT \$200. MY CAR ONLY HAS 8700 MILES. LOOKING AT OTHER COMMENTS, THIS SEEMS TO BE A BIG PROBLEM WITH 2015 SUBARU OUTBACKS. IF I HAD FULL GLASS COVERAGE I WOULD HAVE CARED OR WROTE ABOUT THIS. HOPE SUBARU FIXES THIS PROBLEM. THANKS AND HOPE EVERYONE STAYS SAFE. AFTER SEEING THE NOTE BELOW I WAS IN MOTION ON A 2 LANE STREET. I DO DRIVE FROM NY TO FLORIDA TWICE A YEAR AND DON'T KNOW WHAT

I WOULD DO IF THIS HAPPENED ON A LONG TRIP.
DOESN'T SEEM SAFE IF SUBARU HAS DEFECTIVE
WINDSHIELDS

- NHTSA Complaint, January 28, 2016, ID No. 10822881: I WAS DRIVING ON THE HIGHWAY AND HEARD THE WINDOW CRACK (POSSIBLY A SMALL PEBBLE, BUT NOT A ROCK SOUND) AND SAW A CRACK ON THE DRIVERS SIDE WINDOW THAT EXTENDED TO NEAR THE LANE DEPARTURE SYSTEM. I DISABLE THE LANE DEPARTURE SYSTEM OUT OF CAUTION. WHEN I STOPPED I FOUND A TINY PIT LIKELY FROM A SMALL ROCK/PEBBLE NEAR THE EDGE OF THE WINDSHIELD. IT SEEMS LIKE IT FORMED A CRACK VERY EASILY WITH NO NOTICEABLE IMPACT..
- NHTSA Complaint, February 3, 2016, ID No. 10823921: DURING A RECENT TRIP TO FLORIDA, THE FRONT WINDSHIELD ON MY NEW 2016 SUBARU OUTBACK DEVELOPED OVER HALF A DOZEN SMALL PITS IN THE EXTERIOR GLASS SURFACE FROM CONTACT WITH VERY TINY PEBBLES. THE TINY PEBBLE STRIKES SHOULD NOT HAVE CAUSED SUCH PITS BASED ON MY EXTENSIVE DRIVING EXPERIENCE. I BELIEVE THERE TO BE A DEFECT IN THE GLASS ITSELF, MAKING IT UNUSUALLY BRITTLE. THE PEBBLE STRIKES OCCURRED WHILE DRIVING AT LOW SPEEDS ON HIGHWAY OFF RAMPS. THE TEMPERATURE OUTSIDE DURING THE PEBBLE STRIKES, WHICH TOOK PLACE OVER SEVERAL DAYS OF DRIVING, RANGED FROM 60 TO 85 DEGREES F. THE DEALER EXAMINED THE WINDSHIELD AND SAID THERE WAS NOTHING INFERIOR ABOUT IT.
- NHTSA Complaint, February 16, 2016, ID No. 10836465 : SHORTLY AFTER PURCHASING OUR VEHICLE, A PEBBLE HIT THE WINDSHIELD CAUSING A CHIP IN DRIVERS SIDE. CHIP WAS REPAIRED BY OUR DEALERSHIP, BUT WAS IN LINE OF VISION. WAS

EXCEPTING THIS REPAIR, BUT THOUGHT THE WINDSHIELD MATERIAL WAS TOO SOFT OR BRITTLE FOR THIS SMALL REPAIR, NOW HAVE A BROKEN WINDSHIELD FROM CHIP ON LEFT SIDE, NEEDS REPLACING.

- NHTSA Complaint, February 18, 2016 ID No. 10837027: WE TEST DRIVE A 2015 OUTBACK SUBARU AT THE DEALERSHIP. IT HAD A CRACK IN IT AND DIDN'T THINK TO MUCH OF IT 20K MILES. WE ENDED UP PURCHASING THIS ONE PRIVATELY AND IT HAS A CRACKED WINDSHIELD AS WELL. IT ONLY HAS 11K MILES. THE CRACK ON THE OUTBACK THAT WE PURCHASED STARTS AT THE TOP MIDDLE OF THE WINDSHIELD BEHIND THE REARVIEW MIRROW AND CUTS DOWN AND TO THE RIGHT ABOUT 8 INCHES. AFTER READING THE COMPLAINTS ON THIS SITE, IT SEEMS THAT THERE'S A HUGE DEFECT WITH THE WINDSHIELD AND DEFROSTER THAT NEEDS TO BE RECALLED. THIS IS A MASSIVE SAFETY ISSUE!
- NHTSA Complaint, February 22, 2016, ID No. 10837433: FRONT WINDSHIELD DEVELOPED A 20 INCH CRACK, RUNNING FROM PILLAR ON PASSENGER SIDE, TOWARD CENTER OF WINDSHIELD. NO APPEARANCE OF ROCK STRIKE. NO SOUND OF ROCK STRIKE WHEN CRACK FIRST DEVELOPED. CRACK STARTED AT AROUND 14 INCHES, AND CONTINUES TO GROW LONGER. CAR WAS BEING DRIVEN AT HIGHWAY SPEEDS WHEN CRACK FIRST APPEARED, AT AROUND 75 MPH.
- NHTSA Complaint, February 24, 2016, ID No. 10837939: WHILE THE CAR WAS GARAGED WITH THE GARAGE DOOR CLOSED, IT DEVELOPED AT ROUGHLY 12" CRACK RUNNING FROM THE RIGHT (PASSENGER SIDE) PILLAR. THERE IS NO ROCK STRIKE OR OTHER IMPACT, NOR HAD THERE BEEN ONE PRIOR TO IT BEING GARAGED. IT DEVELOPED OVERNIGHT.

- NHTSA Complain, March 11, 2016, ID No. 10846084: WHEN DRIVING ABOUT 60MPH ON A SMOOTH FLAT HIGHWAY, A SMALL CLICK WAS HEARD. DIDN'T THINK ANYTHING OF IT AT FIRST. AFTER ABOUT 10 MORE MINUTES OF DRIVING I HEARD A LOUD POP. A 8 INCH VERTICAL CRACK STARTED ON THE WINDSHIELD. IT STARTED LOW, BY THE WIPERS, AROUND THE MID-LINE OF THE WINDSHIELD. THE CRACK HAS CONTINUALLY GROWN AND IS NOW RUNNING HORIZONTALLY ACROSS THE DRIVER-SIDE.
- NHTSA Complaint, March 20, 2016, ID No. 10850657: THE DAY AFTER DRIVING THE NEW CAR HOME FROM THE DEALERSHIP, A CRACK APPROXIMATELY 12 INCHES IN LENGTH APPEARED IN THE WINDSHIELD. THE CRACK WAS NOT NOTICED UNTIL THE VEHICLE WAS STATIONARY AND HAD NOT MOVED FOR ABOUT 24 HOURS. THE CRACK STARTED AT THE EXTREME EDGE OF THE WINDSHIELD ON THE PASSENGER SIDE TOWARD THE TOP AND CURVED DOWN.
- NHTSA Complaint, March 21, 2016, ID No. 10850872: I BOUGHT A 2016 SUBARU OUTBACK ON MARCH 5TH, 2016. AFTER TWO WEEKS I TOOK A TRIP DOWN TO ATLANTA AND BACK TO KNOXVILLE, TN. I WAS DRIVING ON I-75 AND GOING 70MPH. I HEARD NO SOUND NOR DID I SEE A ROCK OR DEBRIS HIT MY WINDSHIELD, BUT ALL OF A SUDDEN I SAW A CRACK APPEAR. WITHIN AN HOUR OF HOME THIS CRACK GREW FROM ABOUT 3 INCHES TO 5 INCHES. I CALLED SUBARU OF AMERICA AND ALL THEY TOLD ME WAS 'CRACKS HAPPEN.'
- NHTSA Complaint, April 4, 216, ID No. 10853243: WINDSHIELD CRACKED WITHIN FIRST 150 MILES/48 HOURS OF OWNERSHIP OF THE NEW CAR. A VERY SMALL PIECE OF GRAVEL HIT THE WINDSHIELD NEAR THE PASSENGER SIDE WIPER BLADE. IT BARELY

MADE ANY NOISE. ON ANY OTHER CAR I'VE OWNED, IT LIKELY WOULD NOT HAVE DAMAGED THE WINDSHIELD AT ALL. IT LEFT A STAR ON THE OUTBACK, WHICH TURNED INTO A FOOT LONG CRACK WITHIN 30 SECONDS. SITTING OVERNIGHT THE CRACK DOUBLED IN SIZE. A WINDSHIELD WHICH FAILS UNDER TYPICAL DAY-TO-DAY CONDITIONS IS NOT ACCEPTABLE.

- NHTSA Complaint, April 6, 2016, ID No. 10853907: ON 2/11/2016, I WAS DRIVING MY 2015 OUTBACK ON HIGHWAY 50 NEAR FOLSOM, CA. THERE WAS NO VEHICLE IN FRONT OF MY VEHICLE WITHIN 300 FEET. ALL OF A SUDDEN, I NOTICED THERE WAS A 5 TO 6 INCH LONG CRACK ON THE WINDSHIELD LOCATED THE DRIVER SIDE LOWER CORNER. ALTHOUGH LATER ON WE FOUND THERE WAS A CHIP ON THE WINDSHIELD, NO BODY ON THE CAR HEARD ANYTHING HIT THE WINDSHIELD, NOR SAW ANYTHING HIT THE WINDSHIELD. WITHIN A FEW DAYS, THAT CRACK BECAME A TWO FEET LONG CRACK FROM THE DRIVER SIDE LOWER CORNER ALL THE WAY TO THE CENTER OF THE WINDSHIELD. AND IT KEEP REFLECTING STRONG LIGHTS FROM DIFFERENT DIRECTIONS WHICH MADE IT MORE DIFFICULT TO SEE THINGS IN FRONT OF MY VEHICLE. THIS WAS THE SECOND WINDSHIELD I HAVE WITHIN ONE YEAR'S OWNERSHIP OF THIS CAR. THE FIRST ONE WAS CRACKED WHEN I PARKED MY CAR IN THE PARKING LOT OF A COSTCO WAREHOUSE.

LOOKING AT THE COMPLAINTS FILED AGAINST THE 2015 AND 2016 OUTBACK ON NHTSA, ALMOST 50% COMPLAINTS ARE ABOUT WINDSHIELD CRACKING ISSUE. THIS RATIO IS WAY HIGHER THAN SIMILAR VEHICLES AND PREVIOUS MODEL YEARS. ALTHOUGH SUBARU EXTENDED WIND SHIELD WARRANTY UNDER CERTAIN CIRCUMSTANCES, THE PROBLEM IS NOT SOLVED. THAT'S WHY 2016 OUTBACK OWNERS ARE RUNNING INTO SAME

SITUATION. PLEASE STEP IN AND URGE SUBARU TO DELIVER A REAL SOLUTION.

- NHTSA Complaint, April 9, 2016, ID No. 10854576: WINDSHIELD CRACKED WHILE SITTING IN A PARKING AREA. THERE WAS A SMALL CHIP IN THE DEICER AREA WHERE THE CRACK BEGAN. HOWEVER, IT APPEARS THE STRIKE WAS MINOR AND WOULD HAVE BEEN EASILY REPAIRED BEFORE SPREADING. ALREADY HAD ONE CHIP REPAIRED FOR ANOTHER MINOR STRIKE. WINDSHIELD APPEARS TO BE EXCESSIVELY FRAGILE WHICH COULD RESULT IN A MAJOR SAFETY PROBLEM. DEALER IS WILLING TO REPAIR, BUT I AM CONCERNED ABOUT THE QUALITY OF GLASS BEING USED IN THE SUBARU.
- NHTSA Complaint, April 9, 2016, ID No. 10854576: WINDSHIELD CRACKED WITHIN FIRST 150 MILES/48 HOURS OF OWNERSHIP OF THE NEW CAR. A VERY SMALL PIECE OF GRAVEL HIT THE WINDSHIELD NEAR THE PASSENGER SIDE WIPER BLADE. IT BARELY MADE ANY NOISE. ON ANY OTHER CAR I'VE OWNED, IT LIKELY WOULD NOT HAVE DAMAGED THE WINDSHIELD AT ALL. IT LEFT A STAR ON THE OUTBACK, WHICH TURNED INTO A FOOT LONG CRACK WITHIN 30 SECONDS. SITTING OVERNIGHT THE CRACK DOUBLED IN SIZE. A WINDSHIELD WHICH FAILS UNDER TYPICAL DAY-TO-DAY CONDITIONS IS NOT ACCEPTABLE.
- NHTSA Complaint, April 12, 2016: 6-8 INCH CRACK IN WINDSHIELD, NO ROCK IMPACT OR PREVIOUS DAMAGE. WINDSHIELD HAS TO BE REPLACED AND EYESIGHT SYSTEM RE-CALIBRATED. CRACK OCCURRED DRIVING STRAIGHT ON A 4 LANE HIGHWAY, NO TRUCKS IN THE AREA, NOT CLOSE TO OTHER CARS.

- NHTSA Complaint, April 14, 2016, ID No. 10855598: SUBARU 2015 WINDSHIELD CRACK: DRIVING INTO ALBUQUERQUE NM FROM SANTA FE ON HWY25, I SAW A CRACK APPEAR IN MY WINDSHIELD, FROM THE DRIVER'S SIDE. THE NEXT DAY IT HAD GROWN INTO AN L SHAPE. IN 2 MORE DAYS IT HAD GROWN TO AN S SHAPE. I DID NOT SEE ANY CARS CLOSE BY OR ANY ROCK AT THE TIME THE CRACK APPEARED. WHEN I CALLED THE DEALER, I WAS TOLD TO COME IN ON 4-27-16 FOR MY ANNUAL MAINTENANCE, BUT WAS CONCERNED BECAUSE THE CRACK KEPT GROWING. I WENT TO THE ALBUQUERQUE GARCIA DEALER TODAY 4-14-16, I WAS TOLD A TINY PINPOINT SPOT ON THE LEFT SIDE OF THE WINDSHIELD INDICATED A ROCK HAD CAUSED THE CRACK TO START. BUT I HAVE DRIVEN CARS FOR 40 YEARS AND NEVER SEEN ANYTHING THIS DRAMATIC. I NOW HAVE READ ONLINE ABOUT DOZENS OF COMPLAINTS LIKE MINE AND MOST VICTIMS BELIEVE THE FLEXING OF THE CAR BODY MAY HAVE CAUSED THIS CRACK. THE FRAGILITY OF THIS WINDSHIELD MAKES THIS CAR EXTREMELY DANGEROUS. I BELIEVE THIS CAR SHOULD HAVE A SAFETY RECALL.
- NHTSA Complaint, April 22, 2016, ID No. 10860865: WHILE DRIVING THE CAR, A CRACK APPEARED IN MY WINDSHIELD ON THE DRIVER SIDE. IT FORMED AN REVERSE L ABOUT THE MIDDLE OF THE WINDSHIELD. THERE WAS NO IMPACT OR ANYTHING HITTING THE WINDSHIELD. THE CRACK APPEARED BEFORE MY EYES AS I WAS DRIVING UP THE ROAD.
- NHTSA Complaint, April 23, 2016, ID No. 10862769: CAR HAD 2578 MILES ON IT. WHILE PARKED OVERNIGHT WINDSHIELD CRACKED STARTING AT PASSENGER SIDE AND EXTENDING APPROXIMATELY 12 INCHES TOWARD DRIVER SIDE. WENT IMMEDIATELY TO THE LOCAL SUBARU SERVICE DEPT AND THEY DETERMINED THAT IT WOULD BE COVERED UNDER

WARRANTY DUE TO NO EVIDENCE OF A STRIKE CAUSING IT. WINDSHIELD WAS REPLACED WITH SUBARU BRANDED PART 6 DAYS LATER THROUGH SUBARU BUT BY THEN THE CRACK HAD GROWN TO APPROX. 18INCHS.

- NHTSA Complaint, April 25, 2016, ID No. 10861402:
VEHICLE PURCHASED NEW 2/25/2016. 1990 MILEAGE. CRACKS DEVELOPED WHILE DRIVING AT 70MPH. NO SOUNDS OF STONES HITTING GLASS AT ANY TIME DURING DRIVE. STOPPED TO WASH WINDSHIELD AT GAS STOP. DID NOT NOTICE CRACKS UNTIL LATER IN DRIVE. AC WAS TURNED ON & OFF DURING DRIVE, IF THAT MADE A DIFFERENCE. DRIVEN 500 MILES IN MODESTLY WARM SUNNY WEATHER IN 8 HRS THAT DAY, 4/24/2016. CRACK PRORESSED TO DRIVERS LINE OF SITE WITHIN ONE HOURS TIME. WAS INFORMED BY SUBARU DEALER NOT COVERED BY WARRANTY. REPAIR IS MY EXPENSE.
- NHTSA Complaint, April 28, 2016, ID No. 10862102:
WINDSHIELD CRACKED FROM DRIVERS SIDE BOTTOM CORNER ACROSS THE MID LINE ABOVE THE STEERING WHEEL TO PASSENGER SIDE WITHOUT WARNING OR IMPACT FROM AN ROCK OR OBJECT. CRACK BEGAN WHILE DRIVING ON FREEWAY AND WITHIN 45 SECONDS EXTENDED ACROSS THE WINDSHIELD FROM DRIVERS SIDE TO THE MID POINT OF THE WINDSHIELD. CRACK IS IN DRIVERS LINE OF SIGHT, AND A SAFETY HAZARD. TOOK IT TO DEALER, WHO RESPONDED, THAT IT IS A COMMON OCCURRENCE IN THIS MODEL. PULLED OVER AND FOUND NO IMPACT OR ROCK CHIP ANYWHERE ALONG CRACK. WINDSHIELD DEFECTIVE.
- NHTSA Complaint, May 10, 2016, ID No 10905527.:
WINDSHIELD CRACKED FROM PASSENGER SIDE WIPER AREA UP AND ACROSS WINDSHIELD WHILE CAR WAS PARKED. HAD RECEIVED A LETTER FROM

SUBARU INDICATING THERE WAS A POTENTIAL WEAKNESS IN WINDSHIELD - DEALER REFUSED TO REPLACE WINDSHIELD . CLAIMED DAMAGE WAS FROM A ROCK.

- NHTSA Complaint, May 30 2016, ID. No. 10871475: THIS IS MY ORIGINAL 2015 OUTBACK. I OWN 2 2015S. MY OTHER ONE ONE HAD A WINDSHIELD ISSUE WHEN I WAS DRIVING AROUND 35 ON A COLD NIGHT. THERE WAS A LARGE POP AND SUDDENLY A CRACK APPEARED ON THE PASSENGER SIDE. OVER THE NEXT DAYS IT GREW INTO A BACKWARDS "J". DEALER SAID IT WAS NOT COVERED, HOWEVER IT WAS DIFFICULT TO EVEN SEE A MARK THAT WOULD INDICATE IT WAS HIT FROM A ROCK, AND NOT DEFECTIVE. WE WENT AHEAD AND FIXED IT, EVEN THOUGH WE THOUGHT IT WAS ODD. THE OTHER MORNING, WE WENT DOWN TO THE GARAGE AND FOUND THAT OUR ORIGINAL 2015 HAD A SIMILAR CRACK ON THE DRIVER'S SIDE, IN A SIMILAR SHAPE AND LENGTH. THE DAY BEFORE, WE DROVE THE CAR TO THE BEACH. NOTHING HIT IT, AND THE CRACK IS SMOOTH, WITH NOTHING FOUND WHERE IT ORIGINATES. SOMETHING IS DEFECTIVE WITH THESE WINDSHIELDS. THERE IS NO WAY 2 WINDSHIELDS ON 2 NEW CARS SHOULD BOTH HAVE TO BE REPLACED. WE OWN OURS CARS A LONG TIME, AND HAVE NEVER HAD A WINDSHIELD EXPERIENCE LIKE THIS, AND IF A ROCK EVER HITS ONE, IT'S A TINY MARK THAT CAN BE HANDLED BY INSURANCE. SOMETHING IS WRONG BUT SUBARU HAS WRITTEN IT SO ANY UPPER WINDSHIELD ISSUES ARE NOT INCLUDED, AND THIS IS NOT RIGHT. WE ARE GOING BUYING OUR SECOND ONE IN FOUR MONTHS, WITH EYESIGHT. THERE IS A DEFECT.
- NHTSA Complaint, May 30, 2016, ID No. 10871473: DRIVING ON A ROAD TRAVELING APPROX. 35 MILES AN HOUR ON A COLD NIGHT. HEARD A LOUD POP

AROUND THE PASSENGER SIDE UPPER WINDSHIELD. A SMALL CRACK APPEARED. THERE WAS NO BUMP OR ROCK HIT AS THE REST OF THE AREA APPEARED SMOOTH. CRACK SPREAD INTO BACKWARDS "J" SHAPE OVER NEXT FEW DAYS AT LEAST 12 INCHES LONG. DEALERSHIP TOLD ME IT WASN'T COVERED AND THERE WAS A ROCK HIT. BUT THE AREA WAS SMOOTH AND I'VE BEEN DRIVING FOR 30 YEARS AND HAVE NEVER HAD THIS HAPPEN. WE ATE THE COST BECAUSE IT NEEDED TO BE REPAIRED, EVEN THOUGH CONSIDERED IT ODD THAT THIS WOULD HAPPEN. HOWEVER, WE HAPPEN TO OWN ANOTHER 2015 OUTBACK. YESTERDAY, WE WENT INTO THE GARAGE TO START THE CAR AND THERE IS A 12 INCH CRACK - THE SAME SHAPE- ON THE DRIVER'S SIDE IN THE SAME LOCATIONS. NO SIGNS OF A ROCK HIT. WEATHER HAS BEEN VERY WARM, BUT THIS TIME, THE CAR WAS PARKED. SOMETHING IS WRONG. 2 - 2015 OUTBACKS? 2 "J" SHAPED CRACKS? IT'S NO COINCIDENCE AND TOO MANY COMPLAINTS ON LINE FROM PEOPLE WITH SIMILAR SITUATIONS. WINDSHIELD IS FAULTY AND SUBARU WON'T STEP UP AND INCLUDE THE UPPER PART IN ITS RECALLS. IT NEEDS TO. VERY DISSATISFIED CUSTOMER.

- NHTSA Complaint, June 2, 2016 ID No. 10872231: I WAS DRIVING MY 2015 SUBARU OUTBACK ON THE HIGHWAY, NORTHBOUND INTERSTATE 280, IN WOODSIDE, CALIFORNIA, ON MAY 27, 2016. SUDDENLY I SAW A SMALL CRACK ON MY WINDSHIELD THAT GREW TO ABOUT 6 INCHES IN A FEW SECONDS, STARTING FROM THE WIPERS, AT THE BOTTOM AND A BIT TOWARDS THE DRIVER SIDE AND GOING UP THEN CURVING TOWARDS THE RIGHT, IN AN L SHAPE. BY THE NEXT MORNING THE HORIZONTAL PART OF THE CRACK HAD EXPANDED AT LEAST 12 INCHES MORE. I DID NOT HEAR THE NOISE OF IMPACT OF A STONE OR ANY OTHER OBJECT.

- NHTSA Complaint, June 6, 2016, ID No. 10872719: WINDSHIELD CRACK ON A 2016 SUBARU OUTBACK LIMITED WITH EYESIGHT, PURCHASED NEW IN APRIL 2016 AND CURRENTLY HAS 2,200 MILES ON IT. WENT TO RUN A QUICK ERRAND, DID NOT NOTICE ANYTHING UNUSUAL. ON THE WAY HOME WHILE DRIVING IN A RAINSTORM, I NOTICED A 6" CRACK ON THE DRIVER'S SIDE WINDSHIELD. THE CRACK RUNS FROM THE EDGE OF THE DRIVER'S SIDE, ABOUT 1/3 UP FROM THE BOTTOM AND ABOUT 4" IN TOWARD THE CENTER. THE CRACK HAS GROWN TO ABOUT 18 INCHES OVERNIGHT. THERE IS EVIDENCE OF A SMALL CHIP IN THE GLASS, BUT NOTHING I WOULD EXPECT TO CAUSE A CRACK AND I DON'T RECALL ANYTHING IMPACTING THE WINDSHIELD. THIS CRACK ONLY AFFECTS THE OUTER GLASS AND DOES NOT PROPAGATE THROUGH THE LAMINATION INTO THE INNER GLASS. THERE IS EVIDENCE OF DELAMINATION OF THE GLASS IN THE AREA ADJACENT TO THE CRACK. THIS IS A WIDE CRACK. I MEASURED 0.009" IMMEDIATELY ADJACENT TO THE CHIP DAMAGE ALL THE WAY TO THE EDGE OF THE GLASS WITH A STARRETT MODEL 66 THICKNESS GAGE. IT SEEMS THE OUTER GLASS MAY BE SUBJECT TO TENSION IN THE "AS INSTALLED" CONDITION AS EVIDENCED BY THE OPENING OF THIS CRACK. THIS MAY CONTRIBUTE TO THE APPARENT DAMAGE INTOLERANCE OF THE WINDSHIELD. PICTURES OF THE DAMAGE AND MEASUREMENT ARE ATTACHED.
- NHTSA Complaint, July 19, 2016, ID No. 11006456: FRONT WINDSHIELD SPONTANEOUSLY CRACKED FROM TOP OF DRIVER SIDE DOWN BOTH SIDES WHILE SITTING IN HOME DRIVEWAY FOR ABOUT TWO HOURS ON CLEAR, 90 DEGREE DAY. NO IMPACTS NOTED WHILE DRIVING ABOUT 25 MILES EARLIER IN THE DAY, AND NO CHIP IN WINDSHIELD AT APPARENT IMPACT

POINT. NOTHING FELL ON THE VEHICLE IN THE DRIVEWAY OR EXERTED PRESSURE ON THE GLASS.

- NHTSA Complaint, August 2, 2016, ID No. 10892595: I WAS DRIVING DOWN A CITY STREET GOING 40 MPH WHEN I HEARD A POP COMING FROM THE WINDSHIELD. WHEN I LOOKED OVER, THERE WAS A CRACK ABOUT MIDWAY UP THE WINDSHIELD. IT RAN FROM THE FAR RIGHT TOWARD THE MIDDLE ABOUT 10 INCHES AND THEN DOWNWARD. IT WAS CURVING DOWNWARD. THERE WAS ONE CAR IN FRONT ABOUT 25 YARDS AWAY GOING ABOUT THE SAME SPEED AS I WAS. I COULD NOT BELIEVE THAT THE CAR IN FRONT OF ME COULD HAVE THROWN A ROCK THAT FAR AND HARD ENOUGH TO BREAK MY WINDSHIELD. I HAVE BEEN HIT MANY TIMES BEFORE ON THE HIGHWAY AND MY WINDOW HAD NEVER BROKEN. ONLY SMALL NICKS THAT I CAN SEE. I GOT TO THE THEATER AND GOT OUT TO LOOK AT THE WINDOW. THE CRACK STARTED FROM THE EDGE OF THE WINDOW. I COULD NOT SEE WHERE ANYTHING HAD HIT THE WINDOW. IT WAS A CLEAN BREAK. I HAD TO TAKE MY OUTBACK TO THE DEALER BECAUSE I'M HAVING PROBLEMS WITH THE WINDOW EXPRESS SWITCH, AND THEY LOOKED AT MY WINDSHIELD. THEY ARE GOING TO REPLACE IT BECAUSE I HAD PURCHASED EXTENDED COVERAGE AND IT WAS COVERED.
- NHTSA Complaint, September 1, 2016, ID No. 10903175: HAVE 2016 OUTBACK BUILT ON JUNE 15,2016. WINDSHIELD CRACKED AT 750 KM. MARK. TRAVELING ON PAVED ROAD AND NO KNOW STONES HIT WINDSHIELD. PAID FOR THROUGH INSURANCE COMPANY WITH A \$300.00 DEDUCTIBLE. NOW READ OF ALL THE OTHER WINDSHIELD PROBLEMS. CRACK STARTED IN BLACK AREA JUST ABOVE PASSENGER SIDE WIPER.

- NHTSA Complaint, October 12, 2016, ID No. 10915621: WINDSHIELD CRACKED WHILE DRIVING ON I-684. THERE WAS NO OBJECT THAT HIT THE GLASS OR SOUND OF ANYTHING HITTING. JUST A CRACK ORIGINATING FROM THE DEICER AREA OF THE WINDSHIELD TOWARDS THE DRIVER'S SIDE AND UP AND TO THE RIGHT THAT APPEARED SUDDENLY. THERE WAS NO ADVERSE WEATHER AND THE CAR WAS OPERATING AS NORMAL. THE DEFROSTER WAS ON AT THE TIME.
- NHTSA Complaint, November 4, 2016, ID No. 10924304: DRIVING DOWN THE STREET, HEARD A LOUD POP AND THE WINDSHIELD CRACKED. L SHAPED CRACK ABOUT 6 IN IN EACH DIRECTION. ABOUT THE SAME WAY THAT HAPPENED TO THE OTHER 122 PEOPLE THAT FILED COMPLAINTS FOR OUTBACK WINDSHIELDS CRACKING.
- NHTSA Complaint, November 11, 2016, ID No. 10925528: REPLACED WINDSHIELD THREE TIMES IN 15 MONTHS. TWO WERE ORIGINAL SUBARU BRANDED WINDSHIELDS. ORIGINAL AND INDUSTRY REPLACEMENT WINDSHIELD ARE TOO BRITTLE AND THUS UNSAFE. ANY LITTLE PEBBLE CHIPS THEM AND THEY ALWAYS HAVE A LONG CRACK WITHIN A FEW HOURS.
- NHTSA Complaint, February 23, 2017, ID No. 10956481 WINDSHIELD CRACK APPEARED SUDDENLY ORIGINATING NEAR THE HEATING ELEMENT AT THE BOTTOM .DO NOT SEE ANY VISIBLE ROCK HIT MARKS . DEALERSHIP DOES NOT ACKNOWLEDGE ANY MANUFACTURING DEFECTS AND I HAVE TO GET IT REPAIRED USING MY INSURANCE .
- NHTSA Complaint, March 9, 2017, ID No.: 10959895: DEFECTIVE/DELICATE WINDSHIELD. DRIVING AT 65MPH ON SMOOTH HIGHWAY IN RAIN. PUT

DEFROSTERS ON. WINDSHIELD CRACK ON DRIVERS SIDE ABOUT 12" FROM BOTTOM. RUNS TO ABOUT 2' BEFORE STOPPING. CLOSEUP INSPECTION REVEALS NO MISSING MATERIAL OR CHIP INDICATIVE OF IMPACT.

- NHTSA Complaint, August 13, 2017, ID no. 10748580: THE WINDSHIELD HAS DEVELOPED A SMALL CRACK ON THE PASSENGER SIDE BEHIND THE WINDSHIELD WIPER. I TOOK IT TO THE DEALER AND THEY CLAIM THERE IS AN IMPACT POINT AT THE ORIGIN OF THE CRACK, YET THERE IS NO EVIDENCE OF ANY DAMAGE WHATSOEVER TO THE WIPER ASSEMBLY. I WASHED THE CAR ON TUESDAY 8/11/15 AND THERE WAS NO CRACK THEN. THE CRACK WAS FIRST NOTICED BY A PASSENGER ON 8/12/15. THE CRACK SEEMS TO BE GETTING LARGER. THE SUBARU DEALER WILL NOT COVER THE REPLACEMENT UNDER THE WARRANTY, BUT I KNOW NOTHING HIT MY WINDSHIELD. THE CAR IS ALWAYS KEPT IN MY GARAGE WHEN NOT IN USE.
- NHTSA Complaint, September 2, 2017, ID No.: 11021726: THE WINDSHIELD DEVELOPED A FISSURE OVER 2 FEET LONG WITH NO KNOWN (VISIBLE OR AUDIBLE IMPACT) I SIMPLY NOTICED IT AS I WAS DRIVING HOME AND IT WAS NOT THERE WHEN I LEFT HOME. IT STARTS IN THE LOWER PASSENGER SIDE UNDER THE BLACK PORTION AND RUNS HALF WAY ACROSS THE WINDSHIELD.

2015-2016 Subaru Legacy NHTSA Complaints

- NHTSA Complaint, May 14, 2015, ID No. 10716388: CRACK IN WINDSHIELD APPEARED WITHOUT KNOWN CAUSE. IN SEARCHING THE INTERNET FOR SIMILAR INCIDENTS THERE ARE A NUMBER OF NEW SUBARU LEGACY OWNERS WHO HAVE THIS SAME EXPERIENCE. THE GLASS IS ON BACKORDER SO

REPAIRS MAY BE SEVERAL WEEKS OUT. SOME OF THE OWNERS HAVE REPORTED MORE THAN ONE CRACKED WINDSHIELD ON THE SAME NEW VEHICLE.

- NHTSA Complaint June 2, 2015, ID No. 10723097: SUDDEN LOUD CRACKING SOUND WHILE TRAVELING ON INTERSTATE. NOW THERE IS A 3 FOOT WINDING CRACK ACROSS THE WINDSHIELD. NO EVIDENCE OF ANYTHING STRIKING THE GLASS. REPLACEMENT NOT AVAILABLE FOR 6 WEEKS. DEALER ADVISES 500 WINDSHIELDS ON BACKORDER FOR 2015 LEGACY.
- NHTSA Complaint, June 9, 2015, ID No. 10724419: WHEN GETTING INTO THE CAR IN THE AFTERNOON, NOTICED A HUGE CRACK ON THE WINDSHIELD STARTING BETWEEN THE WIPER BLADES AND GOING TO THE TOP OF THE WINDSHIELD. THERE WAS NO IMPACT TO HAVE CAUSED THIS. THE CAR WAS PARKED IN THE OPEN ON A DAY WHERE TEMPERATURES WERE MILD. LOOKS LIKE THERE ARE QUITE A FEW COMPLAINTS IN THE SUBARU FORUMS COMPLAINING ABOUT THE SUBARU LEGACY AND OUTBACK WHICH SHARE THE SAME PLATFORM. THE ISSUES DISCUSSED MATCHES MY SPECIFIC CASE. SUBARU SHOULD BE ENCOURAGED TO PERFORM A RECALL.
- NHTSA Complaint, June 25, 2015, Id No. 10730306: THE WINDSHIELD CRACKED FROM THE LOWER PASSENGER SIDE. THREE LARGE CRACKS ONE OF WHICH IS NOW ALMOST ALL THE WAY OVER IN FRONT OF THE DRIVER. THERE WAS A CHIP WHERE THE CRACK STARTED. THE BIG PROBLEM IS THAT THE WINDSHIELDS ARE ON BACK ORDER WITH NO IDEA HOW LONG IT WILL BE TO GET A REPLACEMENT. I HAVE HAD CARS WITH ROCK CHIPS BEFORE AND USUALLY GET THEM FILLED, BUT THIS WINDSHIELD CRACKED ALMOST IMMEDIATELY WHILE ON A ROAD TRIP. I THINK IT IS OBVIOUS THAT

SUBARU HAS A PROBLEM WITH POOR QUALITY WINDSHIELDS IF THEY CANNOT MAKE THEM FAST ENOUGH TO REPLACE ALL THE DAMAGED ONES. THE CAR DOES HAVE THE EYESIGHT SYSTEM AND THERE IS NO AFTERMARKET WINDSHIELD AVAILABLE.

- NHTSA Complaint, July 1, 2015, ID No. 10731615: WITHIN A MONTH OF BUYING A BRAND NEW SUBARU LEGACY 2015, MY WINDSHIELD SPONTANEOUS CRACKED WHILE DRIVING ON AN OPEN-AIR INTERSTATE AWAY FROM OTHER CARS. AT FIRST I THOUGHT MAYBE A PEBBLE HIT THE WINDSHIELD, BUT UPON LATER INSPECTION I COULD NOT FIND A DISTINCT STARTING POINT FOR THE CRACK IN THE WINDSHIELD CRACK (NO DENTS OR PLACES WHERE SOMETHING MIGHT HAVE HIT MY CAR). THE CRACK INITIATED FROM THE VERY BOTTOM OF THE MIDDLE OF THE WINDSHIELD AND EXTENDED ABOUT 6-8 INCHES FROM THE BOTTOM OF THE WINDSHIELD.
- NHTSA Complaint, July 15, 2015, ID No. 10734114: OUT OF NOWHERE THE WINDSHIELD STARTED TO CRACK - STARTED ON THE EDGE OF THE WINDSHIELD ON THE PASSENGERSIDE ABOUT 8-10 INCHES FROM THE BOTTOM - AT THIS POINT IT HAS SPREAD PAST THE MIDDLE OF THE WINDSHIELD LEAVING A HORIZONTAL CRACK THAT PRETTY MUCH SPLIT MY WINDSHIELD IN HALF - THE WINDSHIELD IS CURRENTLY ON BACKORDER WITH NO ETA AS TO WHEN IT WILL BE AVAILABLE
- NHTSA Complaint, July 20, 2015, ID No. 10735049: OUR WINDSHIELD DEVELOPED A CRACK THAT GREW OVER TWO DAYS AND NOW EXTENDS HALF THE WIDTH OF THE WINDSHIELD. WE DISCOVERED THIS CRACK WHEN GETTING INTO THE CAR AFTER IT WAS PARKED. THERE IS NO OBVIOUS REASON FOR THIS CRACK. WE HAVE NO MEMORY OF HITTING OR BEING HIT BY ANY OBJECT. I UNDERSTAND THAT SUCH

SPONTANEOUS CRACKS HAVE APPEARED ON OTHER SUBARU OUTBACKS AND LEGACIES.

- NHTSA Complaint, August 10, 2015 ID No. 10747432: IN THE COURSE OF DRIVING AROUND OUR AREA, MY WIFE & I PARKED OUR NEW 2015 SUBARU LEGACY FOR AN HOUR TO DO SOME SHOPPING. WHEN WE GOT BACK TO THE CAR, WE COULDN'T HELP BUT NOTICE A CRACK ON THE PASSENGER SIDE FRONT WINDSHIELD, WHERE THERE HADN'T BEEN ONE BEFORE. WE DROVE IMMEDIATELY TO OUR LOCAL SUBARU DEALER, WHERE THEY NOTICED A VERY SMALL DING JUST BELOW THE RIGHT WINDSHIELD WIPER, WITH THE AFOREMENTIONED CRACK COMING FROM THE DING. FROM MY PERSONAL EXPERIENCE OF CLOSE TO 50 YEARS OF DRIVING, THIS IS THE FIRST EVER NON-CRASH WINDSHIELD PROBLEM I'VE HAD THAT'S HAD A PROGRESSIVE CRACK, AND THIS IS A BRAND NEW CAR! I'M READING THAT I'M NOT THE ONLY ONE WITH THIS PROBLEM!
- NHTSA Complaint, August 17, 2015, ID No. 10749296: ON JULY 13, 2015, IN THE MORNING I SAW A CRACK THAT HADN'T BEEN ON MY WINDSHIELD THERE THE DAY BEFORE HAD STARTED LOW IN THE PASSENGER SIDE, NEAR THE CORNER OF MY 9- MONTH OLD 2015 LEGACY. OVER THE NEXT SEVERAL DAYS IT GREW INCHES A DAY, STRAIGHT UP AND ANOTHER CRACK TOWARDS THE DRIVING SIDE. NO OBVIOUS CAUSE - NO ROCK HIT NOR "STAR" TO START IT. THE DEALER IN SAID WINDSHIELDS ARE ON BACK ORDER, AND WANT \$839 FOR THE REPLACEMENT AND INSTALLATION. I STILL HAVEN'T HAD IT REPLACED, WAITING TO SEE IF SUBARU IS GOING TO TAKE SOME RESPONSIBILITY, SINCE THE INTERNET IS FILLING UP WITH SIMILAR ACCOUNTS.
- NHTSA Complaint, August 24, 2015, Id No. 10758713: WINDSHIELD DEVELOPED SMALL CRACK. GREW

OVER TIME. SUBARU HAD NEW PARTS UNDER NATIONAL BACKORDER. NUMEROUS REPORTS OF CRACKS DEVELOPING FOR NO APPARENT REASONS. SEE:HTTP://LEGACYGT.COM/FORUMS/

- NHTSA Complaint, October 22, 2015, ID No. 10785281: WINDSHIELD SUDDENLY DEVELOPED A CRACK A FEW INCHES FROM THE BOTTOM TOWARD THE CENTER CLOSER TO THE PASSENGER SIDE. VEHICLE WAS 3 MONTHS OLD AT THE TIME. THERE WAS NO KNOWN STONE HIT AND NO OBVIOUS STARTING POINT FOR THE CRACK. CRACK SPREAD OVER THE NEXT DAY ACROSS THE ENTIRE WINDSHIELD. WINDSHIELD HAD TO BE REPLACED AT A COST OF \$500.
- NHTSA Complaint, October 28, 2015, ID No. 10786891: I PACKED THE CAR IN THE GARAGE PERFECTLY OK THEN IN THE MORNING IT HAD A CRACKED WINDSHIELD ABOUT 6 IN. I HAD THE CAR FOR 6 WEEKS AND ODOMETER WAS AT 2100 MIL. IT CRACKED IN THE DRIVER SIDE UP AND NOW IS ALMOST IN THE OTHER SIDE IN WEIRD PATHER UP AND DOWN AND UP AND DOWN . I WENT TO DEALERSHIP AND THEY TOLD ME THAT WAS A VERY SMALL CHIP THEREFORE IS NOT COVERED BY BUMPER TO BUMPER -). LATER I WENT TO FAST GLASS - THEY ARE NOT THRILLED TO CHANGE IT - REASON BEEN THEY DID A LOT OF NEW SUBARU WITH ORIGINAL GLASS AND THEN 1 -2 WEEKS LATER SAME PEOPLE ARE BACK WITH A CRACKED WINDSHIELD. ..THEY ARE WILLING TO SUPORT MY CLAIM.
- NHTSA Complaint, November 11, 2015, ID No. 10789844: THREE MONTHS INTO OWNING MY NEW SUBARU LEGACY, A SMALL PEBBLE HIT MY WINDSHIELD WHILE I WAS DRIVING AT A LOW SPEED, RESULTING IN A VISIBLE CHIP. IT DID NOT TURN INTO A CRACK,

SO I DIDN'T GET IT FILLED. HOWEVER, THE WINDSHIELD HAS INCURRED MULTIPLE OTHER CHIPS FROM VERY SMALL PIECES OF ROCK/GRAVEL. I'VE NEVER SEEN SUCH A WEAK WINDSHIELD, AND IT'S SERIOUSLY CONCERNING. I HAVE EXPERIENCED OTHER SMALL ISSUES WITH THE CAR AS WELL, INCLUDING A STRANGE PITCH IN THE VEHICLE HORN AND A RATTLING NOISE COMING FROM THE DRIVER'S SIDE WINDOW. ALL PROBLEMS WERE REPORTED TO THE DEALER, BUT NONE WERE ADDRESSED.

- NHTSA Complaint, December 20, 2015, ID No. 10811354: I HAVE A 2015 SUBARU LEGACY WITH 6000 MILES ON IT. ON DEC 8TH, 2015, I TOOK IT TO THE DEALER FOR ROUTINE SERVICE, I.E. OIL CHANGE FILTER, TIRE ROTATION, SYSTEM CHECKS AND FLUID LEVELS, ETC. I WAITED FOR THE CAR. I WAS TOLD TO COME BACK AND LOOK AT THE WINDSHIELD IN THE SERVICE BAY. I WAS TOLD THAT THERE WAS A CRACK (HORSESHOE SHAPED) AROUND THE CENTER TOP OF THE WINDSHIELD. THE CRACK WAS NOT THERE WHEN I BROUGHT IT IN BECAUSE I HAD THE CAR WASHED AND I WIPED OFF THE WINDOWS MYSELF PRIOR TO GOING UP TO THE DEALERS. I WOULD HAVE NOTICED THE CRACK. THERE IS NO DING OR STAR SHAPE MARK THAT I CAN SEE ON THE WINDOW. IT LOOKS TO ME LIKE THE CRACK STARTED ON THE INSIDE AROUND THE REAR VIEW MIRROR AREA. I HAVE READ QUITE A FEW REPORTS OF UNEXPLAINED CRACKS IN LEGACY AND OUTBACKS. 2015 MODELS. IT APPEARS TO BE A WINDSHIELD DEFECT. I'M WAITING FOR THEM TO GET BACK TO ME ABOUT REPLACING THE WINDSHIELD. THEY BETTER NOT GIVE ME A HARD TIME BECAUSE I AM THEIR WORST NIGHTMARE. THE DEALERSHIP THAT I WENT TO IS A REPUTABLE DEALER, I JUST HOPE THEY DO THE RIGHT THING. *DT

- NHTSA Complaint, December 30, 2015, ID No. 10816960: BOUGHT MY VEHICLE AND WAS DRIVING IT HOME, HAD THE DEFROST ON CAUSE THE WINDOW KEPT FOGGING UP WHEN I HEARD A CRACK AND THE WINDSHIELD CRACKED FROM THE BOTTOM UP WHERE THE DEFROSTER IS AND THEY WONT REPLACE IT, ON TOP OF THE WHERE U PUT GAS IN THE CAR IT STUCK SHUT AND THEY TOLD ME TO PRY IT OPEN N LEAVE IT OPEN TILL THEY GET A PART BUT IT IS ON BACK ORDER SO DON'T NO WHEN I WILL GET IT FIXED THAT OCCURRED THIS MONTH ON THE GAS OPENER 12/30/2015
- NHTSA Complaint, January 18, 2016, ID No. 10820859: 1.5 MONTHS AFTER PURCHASING CAR, NOTICED VERTICAL ~1 INCH CRACK (WHILE DRIVING, BUT ONLY BECAUSE I WAS DRIVING INTO THE SUN) IN WINDSHIELD ABOVE STEERING WHEEL. THERE WAS NO AUDIBLE CRACKING NOISE WINDSHIELD WAS ON BACKORDER, AND GOT REPLACED. NOTICED NEW CRACK IN SAME AREA, ON INSIDE OF WINDSHIELD. (WAS DRIVING INTO SUN, BUT NO AUDIBLE NOISE) 12/11/2015 MILEAGE 6323 REPLACED WINDSHIELD 1/18/2015. MILEAGE 6508 PARKED VEHICLE UNDER LIGHT, AND NOTICE APPROXIMATELY 3 INCH SCRATCH (VERTICAL, IN SAME AREA AS THE LAST 2. WINDSHIELD WAS LESS THAN 12 HOURS OLD
- NHTSA Complaint, February 2, 2016, ID No. 10823764: WINDSHIELD CRACKS FROM EDGES. NO NOTICEABLE CHIPS. CRACK STARTED WITH ROCK HITS. POSSIBLE DEFECTIVE GLASS.
- NHTSA Complaint, February 15, 2016, Id No. 10826159: WE HAVE OWNED THE CAR FOR 14 MONTH'S AND HAVE HAD TO REPLACE THE WINDSHIELD 6 TIMES DUE TO CRACKING. OTHER CARS IN THE SAME HOUSEHOLD HAVE NEVER HAD TO HAVE THEIR WINDSHIELDS REPLACED. THERE IS OBVIOUSLY SOME KIND OF

DEFECT ASSOCIATED WITH THIS VEHICLE.
CONTACTED SUBARU DEALER WITH NO HELP.

- NHTSA Complaint, February 17, 2016 Id No. 10836790: WHILE TRAVELING ON THE OPEN INTERSTATE, THE WINDSHIELD STARTED TO CRACK. THE CRACK STARTED IN THE LOWER DRIVER SIDE CORNER, UNDER THE WIPER BLADE. IN LESS THAN 30 MIN, THE CRACK EXTENDED UP AND OVER, IN-FRONT OF THE DRIVER'S VIEW AND EXTENDED TO THE CENTER. FROM THE OUTSIDE, YOU CAN FEEL THE CRACK. IF YOU PUSH ON THE WINDSHIELD, YOU CAN TELL THAT THE WINDSHIELD IS WEAK, POOR QUALITY, AND A OBVIOUS SAFETY ISSUE.
- NHTSA Complaint, February 29, 2016, ID No. 1838879 WENT OUTSIDE TO WASH THE CAR AND BEFORE I EVEN GOT STARTED I NOTICED A CRACK IN THE WINDSHIELD. I LOOKS LIKE IT STARTED IN THE VERY CENTER AT THE BOTTOM AND TRAVELED UP AND THEN TO THE PASSENGER'S SIDE. THE CRACK IS ABOUT 12 INCHES LONG. NO IMPACT, VEHICLE WASN'T EVEN MOVING. THERE WAS NO CRACK THE DAY BEFORE.
- NHTSA Complaint, March 15, 2016, ID No. 10849849: I BOUGHT THE CAR AS A DEALER CAR (THEY TOLD ME IT WAS REGISTERED TO A MANAGER AS A TEST CAR). IT HAD 4,810 MILES WHEN I BOUGHT IT. I HAVE DRIVEN THE CAR JUST OVER 300 MILES. WHEN I TEST DRIVE IT, IT MADE A SOUND LIKE A STONE HIT THE WINDSHIELD. THEN ALMOST EVERY TIME I HAVE DRIVEN IT SINCE, INCLUDING THREE TIMES TODAY, IT MADE THE SAME EXACT SOUND. I WAS DRIVING BOTH IN CITY TRAFFIC (RED LIGHT TO RED LIGHT) AND ON A TOLL ROAD WITH LIMITED TRAFFIC. WHEN I GOT OUT AND LOOKED AT THE WINDSHIELD, I NOTICED LITERALLY 50 OR MORE SMALL "CHIPS" IN THE WINDSHIELD.

- NHTSA Complaint, May 14, 2016, ID No. 10864920: I PURCHASED THE VEHICLE NEW IN FEBRUARY 2015 AND MY WINDSHIELD HAS REQUIRED REPLACEMENT THREE TIMES. THE SLIGHTEST IMPACT (E.G.: A SMALL PIECE OF GRAVEL COMMON ON ROADWAYS) TO THE WINDSHIELD RESULTS IN HUGE CRACKS IMPEDING MY VISION. THE WINDSHIELD DOES NOT SIMPLY CHIP; IT ALWAYS INSTANTLY CRACKS AND REQUIRES REPLACEMENT. I HAVE REPLACED MORE WINDSHIELDS ON THIS VEHICLE THAN ALL OTHER VEHICLES I HAVE EVER OWNED COMBINED. BECAUSE I HAVE THE SUBARU EYESIGHT SYSTEM, I AM REQUIRED TO REPLACE WITH FACTORY GLASS WHICH IS USUALLY ON BACK-ORDER; THIS GLASS IS CLEARLY DEFECTIVE.
- NHTSA Complaint, October 7, 2016, ID No. 10914544: I WAS DRIVING ON THE INTERSTATE AT 65 MPH WHEN THE CAR AHEAD OF ME MUST HAVE KICKED UP A SMALL PEBBLE THAT HIT THE WINDSHIELD. THE PEBBLE PUT A SMALL CHIP IN THE PASSANGER SIDE WINDSHIELD & WITHIN 1/2 AN HOUR THERE WAS A CRACK ABOUT 6" LONG RUNNING TOWARDS THE CENTER OF THE WINDSHIELD. WHEN I WENT AROUND A CLOVER LEAF EXIT TO GET OFF THE INTERSTATE THE WINDSHIELD CRACKED ANOTHER 6" TOWARDS THE CENTER OF THE WINDSHIELD. THE PEBBLE WAS VERY SMALL & SHOULD HAVE MADE NO MORE THAN A SMALL CHIP IN THE WINDSHIELD. I HOPE THE CRACK WILL NOT CONTINUE TO GROW; THE WINDSHIELD MUST HAVE SOME KIND OF MANUFACTURING FLAW IN IT. I HOPE IT IS STILL SAFE TO DRIVE THE VEHICLE AS I DO NOT HAVE THE \$500.00+ TO REPLACE THE WINDSHIELD AT THIS TIME.?
- NHTSA Complaint, July 8, 2016, ID No. 10883624: REPLACING THE WINDSHIELD 3 TIMES ALREADY IN A

2 YEAR PERIOD. NO CHIPS ARE CREATED FROM SMALL INTERACTIONS WITH OBJECT LIKE LITTLE STONES BUT IMMEDIATE CRACKS. THE VEHICLE WAS IN STATIONARY AND MOVING POSITIONS ON A STREET AND HIGHWAY. MAKES ME WONDER WHAT IS GOING TO HAPPEN IF THERE WOULD BE MORE SERIOUS COLLISION THAN JUST A SMALL ROCK.

- NHTSA Complaint, February 12, 2017, ID No. 10954058: FRONT WINDSHIELD GOT CRACK UPON BEING HITTING BY A FOREIGN OBSTACLE, MAYBE A PEBBLE. WITHIN A DAY, THE CRACK LINE EXTENDED TO MORE THAN 1 FOOT, WHICH AFFECTED FRONT VISIBILITY. WITHIN A FEW WEEKS, THE SAME PROBLEM HAPPENED TO MY 2017 SUBARU OUTBACK THAT SHARES THE SAME WINDSHIELD COMPONENT WITH LEGACY. IN THE PAST, I HAD WINDSHIELD CRACKS WITH OTHER CARS I OWNED BUT THE CRACKS DID NOT GROW AS FAST AS SUBARU'S. I AM WONDERING IF THE SUBARU'S WINDSHIELD USED IN LEGACY AND OUTBACK MAY HAVE A MATERIAL PROBLEM OR A MANUFACTURING ISSUE.

46. Although Subaru was aware of the widespread nature of the Windshield Defect in the Class Vehicles, and that it posed grave safety risks, Subaru has failed to take adequate steps to notify all Class Vehicle owners of the Defect and provide relief.

47. Customers have reported the Windshield Defect in the Class Vehicles to Subaru directly and through its dealers. Defendant is fully aware of the Windshield Defect contained in the Class Vehicles. Nevertheless, Defendant actively concealed the existence and nature of the Defect from Plaintiffs and the other Class Members at the time of purchase or repair and thereafter. Specifically, Defendant:

- a. failed to disclose, at the time of purchase or repair and thereafter, any and all known material defects or material nonconformities of the Class Vehicles, including the Windshield Defect;
- b. failed to disclose, at the time of purchase or repair and thereafter, that the Class Vehicles and their front windshield were not in good working order, were defective, and were not fit for their intended purpose; and
- c. failed to disclose and/or actively concealed the fact that the Class Vehicles and their front windshield were defective, despite the fact that Defendants learned of the Windshield Defect as early as 2014, if not before.

48. Defendant has deprived Class Members of the benefit of their bargain, exposed them all to a dangerous safety Defect, and caused them to expend money at its dealerships or other third-party repair facilities and/or take other remedial measures related to the Windshield Defect contained in the Class Vehicles.

49. Defendant has not recalled the Class Vehicles to repair the Windshield Defect, has not offered to its customers a suitable repair or replacement of parts related to the Windshield Defect free of charge, and has not reimbursed all Class Vehicle owners and leaseholders who incurred costs for repairs related to the Windshield Defect.

50. Class Members have not received the value for which they bargained when they purchased or leased the Class Vehicles.

51. As a result of the Windshield Defect, the value of the Class Vehicles has diminished, including without limitation, the resale value of the Class Vehicles. Reasonable consumers, like Plaintiffs, expect and assume that a vehicle's front windshield is not defective and will not crack, chip and/or fracture for no reason at all or under circumstances that would not cause non-defective windshields to similarly fail. Plaintiffs and Class Members further expect and

assume that Subaru will not sell or lease vehicles with known safety defects, such as the Windshield Defect, and will fully disclose any such defect to consumers prior to purchase or offer a suitable non-defective repair. They do not expect that Subaru would fail to disclose the Windshield Defect to them, and then purport to remedy the defect with a limited warranty extension program extended to a subset of Class Members that, at best, results in the replacement of one defective component with another.

TOLLING OF THE STATUTE OF LIMITATIONS

52. Plaintiffs and the other Class Members were not reasonably able to discover the Windshield Defect, despite their exercise of due diligence.

53. Despite their due diligence, Plaintiffs and the other Class Members could not reasonably have been expected to learn or discover that they were deceived and that material information concerning the Class Vehicles and their front windshields was concealed from them.

54. In addition, even after Class Members contacted Subaru and/or its authorized agents for vehicle repairs concerning the defective nature of the Class Vehicles and their windshields, they were routinely told by Subaru and/or through their authorized agents for vehicle repairs that the Class Vehicles are not defective.

55. Hence, any applicable statute of limitation, if any, has been tolled by Subaru's knowledge, active concealment, and denial of the facts alleged herein. Subaru is further estopped from relying on any statute of limitation because of its concealment of the defective nature of the Class Vehicles and their front windshields.

CLASS ACTION ALLEGATIONS

56. Plaintiffs bring this lawsuit as a class action on behalf of themselves and all others similarly situated as members of the proposed Classes pursuant to

Federal Rules of Civil Procedure 23(a), (b)(2), and/or (b)(3). This action satisfies the numerosity, commonality, typicality, adequacy, predominance and superiority requirements of those provisions.

57. The Class and Sub-Classes are defined as:

Nationwide Class: All persons who purchased or leased any 2015 through 2016 Subaru Outback or Legacy vehicle in the United States.

New Jersey Sub-Class: All persons who purchased or leased any 2015 through 2016 Subaru Outback or Legacy vehicle in the State of New Jersey.

New York Sub-Class: All persons who purchased or leased any 2015 through 2016 Subaru Outback or Legacy vehicle in the State of New York.

California Sub-Class: All persons who purchased or leased any 2015-2016 Subaru Outback or Legacy vehicle in the State of California.

58. Excluded from the Classes are: (1) Defendant, any entity or division in which Defendant has a controlling interest, and its legal representatives, officers, directors, assigns, and successors; (2) the Judge to whom this case is assigned and the Judge's staff; and (3) those persons who have suffered personal injuries as a result of the facts alleged herein. Plaintiffs reserve the right to amend the Class definition, and to add subclasses, if discovery and further investigation reveal that the Class should be expanded or otherwise modified.

59. **Numerosity:** Although the exact number of Class Members is uncertain and can only be ascertained through appropriate discovery, the number is great enough such that joinder is impracticable. The disposition of the claims of these Class Members in a single action will provide substantial benefits to all

parties and to the Court. The Class Members are readily identifiable from, inter alia, information and records in Defendant's possession, custody, or control.

60. **Typicality:** The claims of the representative Plaintiffs are typical of the claims of the Classes in that the representative Plaintiffs, like all Class Members, paid for a Class Vehicle designed, manufactured, and distributed by Defendant which is subject to the Windshield Defect. The representative Plaintiffs, like all Class Members, have been damaged by Defendant's misconduct in that they have incurred or will incur the cost of repairing or replacing cracked, chipped and/or fractured windshields and related parts as a result of the Windshield Defect. Further, the factual bases of Defendant's misconduct are common to all Class Members and represent a common thread of fraudulent, deliberate, and/or grossly negligent misconduct resulting in injury to all Class Members.

61. **Commonality:** There are numerous questions of law and fact common to Plaintiffs and the Classes that predominate over any question affecting only individual Class Members. These common legal and factual questions include the following:

- a. whether the Class Vehicles suffer from the Windshield Defect;
- b. whether the Windshield Defect constitutes an unreasonable safety hazard;
- c. whether Defendant knows about the Windshield Defect and, if so, how long Defendant has known of the Defect;
- d. whether the defective nature of the Class Vehicles' front windshield constitutes a material fact;
- e. whether Defendant had and has a duty to disclose the defective nature of the Class Vehicles' front windshield to Plaintiffs and the other Class Members;

f. whether Plaintiffs and the other Class Members are entitled to equitable relief, including, but not limited to, a preliminary and/or permanent injunction;

g. whether Defendant knew or reasonably should have known of the Windshield Defect contained in the Class Vehicles before it sold or leased them to Class Members; and,

h. Whether Defendant violated: (1) New Jersey's Consumer Fraud Act N.J. Stat. Ann. § 56:8-1 *et. seq.*; (2) Breach of Express Warranty (N.J. STAT: Ann. 12A:2-313); (3) Breach of Implied Warranty of Merchantability (N.J. STAT: Ann. §12A:2-314); (4) New York's General Business Law for Deceptive Acts or Practices § 349; (5) Breach of Express Warranty (N.Y. U.C.C. § 2-313); (6) the California Consumers Legal Remedies Act, California Civil Code sections 1750 *et seq.*; (7) the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*; (8) the California Song-Beverly Consumer Warranty Act, California Civil Code §§ 1792 and 1791.1 *et seq.*, and Cal. Comm. Code §2314; (9) Breach of Express Warranty, Cal. Comm. Code §2313; (10) common law fraudulent omission; (11) Breach of Written Warranty Under the Magnuson-Moss Warranty Act (15 U.S.C. §2301, *et seq.*); and (12) Breach of Implied Warranty Under the Magnuson-Moss Warranty Act (15 U.S.C. §2301, *et seq.*).

62. Adequate Representation: Plaintiffs will fairly and adequately protect the interests of the Class Members. Plaintiffs have retained attorneys experienced in the prosecution of class actions, including consumer and product defect class actions, and Plaintiffs intend to prosecute this action vigorously.

63. Predominance and Superiority: Plaintiffs and the Class Members have all suffered and will continue to suffer harm and damages as a result of Defendant's unlawful and wrongful conduct. A class action is superior to other

available methods for the fair and efficient adjudication of the controversy. Absent a class action, most Class Members would likely find the cost of litigating their claims prohibitively high and would therefore have no effective remedy at law. Because of the relatively small size of the individual Class Members' claims, it is likely that only a few Class Members could afford to seek legal redress for Defendant's misconduct. Absent a class action, Class Members will continue to incur damages, and Defendant's misconduct will continue without remedy. Class treatment of common questions of law and fact would also be a superior method to multiple individual actions or piecemeal litigation in that class treatment will conserve the resources of the courts and the litigants and will promote consistency and efficiency of adjudication.

FIRST CAUSE OF ACTION

(Violations of New Jersey's Consumer Fraud Act N.J. Stat. Ann. § 56:8-1 *et. seq.*

on behalf of the Nationwide Class or in the alternative the New Jersey Sub-Class)

64. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

65. Plaintiff Bhupendra Khona brings this cause of action on behalf of himself and on behalf of the Nationwide Class, or in the alternative, the New Jersey Sub-Class.

66. Plaintiff and Class Members are "persons" within the meaning of N.J. STAT. ANN. § 56:8-1(d).

67. The New Jersey Consumer Fraud Act ("New Jersey CFA") makes unlawful "[t]he act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise,

misrepresentation, or the knowing, concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby.” N.J. Stat. Ann. § 56:8-2. Defendant’s conduct, as described above and below, constitutes a violation of N.J. Stat. Ann. § 56:8-2. Furthermore, Defendant’s deceptive acts and practices, which were intended to mislead consumers who were in the process of purchasing and/or leasing the defective Class Vehicles, constitute conduct directed at consumers.

68. Defendant knew that the Class Vehicles’ windshields suffered from a defect that can cause the windshields to crack, chip and/or fracture and were not suitable for their intended use.

69. In failing to disclose the Windshield Defect, Defendant knowingly and intentionally concealed material facts and breached its duty not to do so, thereby engaging in deceptive acts or practices within the meaning of the New Jersey CFA.

70. Defendant was under a duty to Plaintiff and the other Class Members to disclose the defective nature of the Class Vehicles’ windshields because:

- a. Defendant was in a superior position to know the true state of facts about the safety defect in the Class Vehicles’ windshields;
- b. Defendant made partial disclosures about the quality of the Class Vehicles without revealing the defective nature of the Class Vehicles’ windshields; and

c. Defendant actively concealed the defective nature of the Class Vehicles' windshields from Plaintiffs and Class Members at the time of sale and thereafter.

71. The facts concealed or not disclosed by Defendant to Plaintiff and the other Class Members are material because a reasonable person would have considered them to be important in deciding whether or not to purchase or lease Defendant's Class Vehicles, or to pay less for them. Had Plaintiff and other Class Members known that the Class Vehicles suffered from the Windshield Defect described herein, they would not have purchased or leased the Class Vehicles or would have paid less for them.

72. Defendant continued to conceal the defective nature of the Class Vehicles and their windshields even after Class Members began to report problems. Indeed, Defendant continues to cover up and conceal the true nature of this systematic problem today.

73. Plaintiff also asserts a violation of public policy arising from Defendant's withholding of material safety facts from consumers. Defendant's violation of consumer protection and unfair competition laws resulted in harm to consumers.

74. Defendant's omissions of material facts, as set forth herein, also constitute deceptive acts or practices because they violate consumer protection laws, warranty laws and the common law as set forth herein.

75. Thus, by its conduct, Defendant has engaged in deceptive acts or practices within the meaning of the New Jersey CFA.

76. Defendant's deceptive acts or practices occurred repeatedly in Defendant's trade or business, and were capable of deceiving a substantial portion of the purchasing public.

77. As a direct and proximate result of Defendant's deceptive acts or practices, Plaintiff and Class Members have suffered and will continue to suffer actual damages. Since Defendant's willful and knowing conduct caused injury to Plaintiff, Plaintiff seeks recovery of actual damages, discretionary treble damages, reasonable attorneys' fees and costs, and an order enjoining Defendant's deceptive conduct, and any other just and proper relief available under N.J. Stat. Ann. § 56:8-19.

78. Pursuant to N.J. Stat. Ann. § 56:8-20, Plaintiff will serve the New Jersey Attorney General with a Copy of this Class-Action Complaint.

SECOND CAUSE OF ACTION

(Breach of Express Warranty N.J. Stat. Ann. 12A:2-313 on behalf of the New Jersey Sub Class)

79. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

80. Plaintiff Bhupendra Khona brings this cause of action on behalf of himself, and the New Jersey Sub-Class.

81. Defendant provided all purchasers and lessees of the Class Vehicles with the express warranty described herein, which became a material part of the bargain. Accordingly, Defendant's express warranty is an express warranty under New Jersey Law.

82. Defendant provided all purchasers and lessees of the Class Vehicles with a New Vehicle Limited Warranty ("NVLW"). In the NVLW, Defendant expressly warranted that it covered "any repairs needed to correct defects in materials or workmanship reported during the applicable warranty period which occur under normal use." Defendant promised Basic Coverage under the NVLW of "3 years or 36,000 miles, whichever comes first."

83. Defendant breached the express warranty through the acts and omissions described above.

84. Plaintiff was not required to notify Subaru of the breach because affording Defendant a reasonable opportunity to cure its breach of written warranty would have been futile. Defendant was on notice of the Defect from the complaints and service requests it received from Class Members, from repairs and/or replacements of the Class Vehicles' front windshields, and through other internal sources.

85. As a result of Defendant's breach of the applicable express warranties, owners and/or lessees of the Class Vehicles suffered, and continue to suffer, an ascertainable loss of money, property, and/or value of their Class Vehicles. Additionally, as a result of the Windshield Defect, Plaintiff and Class Members were harmed and suffered actual damages in that the Class Vehicles' windshields are substantially certain to crack, chip and/or fracture before their expected useful life has run.

86. As a result of Defendant's breach of the express warranty, Plaintiff and Class Members are entitled to legal and equitable relief against Defendant, including actual damages, specific performance, attorney's fees, costs of suit, and other relief as appropriate.

THIRD CAUSE OF ACTION

(Breach of Implied Warranty of Merchantability N.J. Stat. Ann. §12A:2-314
on behalf of the New Jersey Sub-Class)

87. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

88. Plaintiff Bhupendra Khona brings this cause of action on behalf of himself, and New Jersey Sub- Class.

89. Defendant is a merchant with respect to motor vehicles.

90. Defendant provided Plaintiff and Class Members with an implied warranty that the Class Vehicles and any parts thereof were merchantable and fit for the ordinary purposes for which they were sold. This implied warranty included, among other things: (i) a warranty that the Class Vehicles' designed, manufactured, supplied, distributed, and/or sold by Defendant were safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles' windshields would be fit for their intended use while the Class Vehicles were being operated.

91. Contrary to the applicable implied warranties, the Class Vehicles' windshields at the time of sale and thereafter, were not fit for their ordinary and intended purpose of providing Plaintiff and the other Class Members with reliable, durable, and safe transportation. Instead, the Class Vehicles are defective, as described more fully above.

92. Defendant was provided notice of these issues by numerous consumer complaints, warranty data, and dealership repair orders, among other things.

93. As a direct and proximate result of Defendant's breach of the implied warranty of merchantability, Plaintiff has been damaged in an amount to be proven at trial. Plaintiff and Class Members are entitled to legal and equitable relief against Defendant, including actual damages, specific performance, attorney's fees, costs of suit, and other relief as appropriate.

FOURTH CAUSE OF ACTION

(Violations of New York's General Business Law for Deceptive Acts or Practices § 349 ("N.Y. GBL") on behalf of the Nationwide Class or in the Alternative on behalf of the New York Sub-Class)

94. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

95. Plaintiff Jennifer Ludgate brings this cause of action on behalf of herself and on behalf of the Nationwide Class, or in the alternative, the New York Sub-Class.

96. Plaintiff and Class Members are "persons" within the meaning of N.Y. GBL § 349(h).

97. The N.Y. GBL § 349 makes unlawful "[d]eceptive acts or practices in the conduct of any business, trade or commerce." Defendant's conduct, as described above and below, constitutes "deceptive acts or practices" within the meaning of the New York GBL § 349. Furthermore, Defendant's deceptive acts and practices, which were intended to mislead consumers who were in the process of purchasing and/or leasing the Defective Vehicles, constitute conduct directed at consumers.

98. Defendant knew that the Class Vehicles' windshields suffered from a defect that can cause the windshields to crack, chip and/or fracture and were not suitable for their intended use.

99. In failing to disclose the Windshield Defect, Defendant knowingly and intentionally concealed material facts and breached its duty not to do so, thereby engaging in deceptive acts or practices within the meaning of the N.Y. GBL § 349.

100. Defendant was under a duty to Plaintiff and the other Class Members to disclose the defective nature of the Class Vehicles' windshields because:

- a. Defendant was in a superior position to know the true state of facts about the safety defect in the Class Vehicles' windshields;
- b. Defendant made partial disclosures about the quality of the Class Vehicles without revealing the defective nature of the Class Vehicles' windshields; and
- c. Defendant actively concealed the defective nature of the Class Vehicles' windshields from Plaintiff and Class Members at the time of sale and thereafter.

101. The facts concealed or not disclosed by Defendant to Plaintiff and the other Class Members are material because a reasonable person would have considered them to be important in deciding whether or not to purchase or lease Defendant's Class Vehicles, or to pay less for them. Had Plaintiff and other Class Members known that the Class Vehicles suffered from the Windshield Defect described herein, they would not have purchased or leased the Class Vehicles or would have paid less for them.

102. Defendant continued to conceal the defective nature of the Class Vehicles and their windshields even after Class Members began to report problems. Indeed, Defendant continues to cover up and conceal the true nature of this systematic problem today.

103. Plaintiff also asserts a violation of public policy arising from Defendant's withholding of material safety facts from consumers. Defendant's violation of consumer protection and unfair competition laws resulted in harm to consumers.

104. Defendant's omissions of material facts, as set forth herein, also constitute deceptive acts or practices because they violate consumer protection laws, warranty laws and the common law as set forth herein.

105. Thus, by its conduct, Defendant has engaged in deceptive acts or practices within the meaning of the N.Y. GBL § 349.

106. Defendant's deceptive acts or practices occurred repeatedly in Defendant's trade or business, and were capable of deceiving a substantial portion of the purchasing public.

107. As a direct and proximate result of Defendant's deceptive acts or practices, Plaintiff and Class Members have suffered and will continue to suffer actual damages.

108. Since Defendant's willful and knowing conduct caused injury to Plaintiff and Class Members, Plaintiff seeks recovery of actual damages or \$50, whichever is greater, discretionary treble damages up to \$1,000, punitive damages, reasonable attorneys' fees and costs, and an order enjoining Defendant's deceptive conduct, and any other just and proper relief available under N.Y. GBL § 349.

FIFTH CAUSE OF ACTION

(Breach of Express Warranty N.Y. U.C.C. § 2-313 on behalf of the New York Sub-Class)

109. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

110. Plaintiff Jennifer Ludgate brings this cause of action on behalf of herself, and the New York Sub- Class.

111. Defendant provided all purchasers and lessees of the Class Vehicles with the express warranty described herein, which became a material part of the

bargain. Accordingly, Defendant's express warranty is an express warranty under New York law.

112. Defendant provided all purchasers and lessees of the Class Vehicles with an NVLW. In NVLW, Defendant expressly warranted that it covered "any repairs needed to correct defects in materials or workmanship reported during the applicable warranty period which occur under normal use." Defendant promised Basic Coverage under the NVLW of "3 years or 36,000 miles, whichever comes first."

113. Defendant breached the express warranty through the acts and omissions described above.

114. Plaintiff was not required to notify Subaru of the breach because affording Defendant a reasonable opportunity to cure its breach of written warranty would have been futile. Defendant was on notice of the Defect from the complaints and service requests it received from Class Members, from repairs and/or replacements of the Class Vehicles' front windshields, and through other internal sources.

115. As a result of Defendant's breach of the applicable express warranties, owners and/or lessees of the Class Vehicles suffered, and continue to suffer, an ascertainable loss of money, property, and/or value of their Class Vehicles. Additionally, as a result of the Windshield Defect, Plaintiff and Class Members were harmed and suffered actual damages in that the Class Vehicles' windshields are substantially certain to crack, chip and/or fracture before their expected useful life has run.

116. As a result of Defendant's breach of the express warranty, Plaintiff and Class Members are entitled to legal and equitable relief against Defendant,

including actual damages, specific performance, attorney's fees, costs of suit, and other relief as appropriate

117. In addition, with respect to Class Members whose repairs were beyond the warranty period, but failed within a reasonable period thereafter, the durational limits of the warranty are unconscionable pursuant to New York Uniform Commercial Code Sec. 2-302(1) and (2), because as alleged herein, Defendant was aware of the basic defects in the windshields prior to selling or leasing the Class Vehicles and knew or should have known that the Class Vehicles suffered from the Windshield Defect, but concealed or intentionally failed to reveal this information to Class Members in order to cause them to wait until after the warranty period to seek repairs.

SIXTH CAUSE OF ACTION

(Violation of California's Consumers Legal Remedies Act, California Civil Code § 1750 *et seq.* ("CLRA") on behalf of the nationwide class, or in the alternative, the California Sub-Class)

118. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

119. Plaintiffs Brian Mann and Lucia Luong bring this cause of action on behalf of themselves, the nationwide class, and in the alternative, the California Sub- Class.

120. Subaru is a "person" as defined by California Civil Code § 1761(c).

121. Plaintiffs and the other Class Members are "consumers" within the meaning of California Civil Code § 1761(d).

122. By failing to disclose and concealing the defective nature of the Class Vehicles' front windshield from Plaintiffs and prospective Class Members, Defendant violated California Civil Code § 1770(a), as it represented that the Class

Vehicles had characteristics and benefits that they do not have, represented that the Class Vehicles were of a particular standard, quality, or grade when they were of another, and advertised the Class Vehicles with the intent not to sell them as advertised. See Cal. Civ. Code §§ 1770(a)(5), (7) & (9).

123. Defendant's unfair and deceptive acts or practices occurred repeatedly in Defendant's trade or business, were capable of deceiving a substantial portion of the purchasing public, and imposed a serious safety risk on the public.

124. Defendant knew that the Class Vehicles' front windshields suffered from an inherent defect, were defectively designed or manufactured, would fail prematurely, and were not suitable for their intended use.

125. Defendant was under a duty to Plaintiffs and the Class Members to disclose the defective nature of the Class Vehicles' front windshields and/or the associated repair costs because:

- a. Defendant was in a superior position to know the true state of facts about the safety defect contained in the Class Vehicles' front windshields;
- b. Plaintiffs and the Class Members could not reasonably have been expected to learn or discover that their front windshields have a dangerous safety defect until after they purchased the Class Vehicles; and,
- c. Defendant knew that Plaintiffs and the Class Members could not reasonably have been expected to learn about or discover the Windshield Defect.

126. By failing to disclose the Windshield Defect, Defendant knowingly and intentionally concealed material facts and breached its duty not to do so.

127. The facts concealed or not disclosed by Defendant to Plaintiffs and the other Class Members are material because a reasonable consumer would have considered them to be important in deciding whether or not to purchase the Class Vehicles, or to pay less for them. Had Plaintiffs and other Class Members known

that the Class Vehicles' front windshields were defective, they would not have purchased the Class Vehicles or would have paid less for them.

128. Plaintiffs and the other Class Members are reasonable consumers who do not expect that their vehicles will suffer from a Windshield Defect. That is the reasonable and objective consumer expectation for vehicles and their front windshields.

129. As a result of Defendant's misconduct, Plaintiffs and the other Class Members have been harmed and have suffered actual damages in that the Class Vehicles and their front windshields are defective and require repairs or replacement.

130. As a direct and proximate result of Defendant's unfair or deceptive acts or practices, Plaintiffs and the other Class Members have suffered and will continue to suffer actual damages.

131. By letters dated March 24, 2017 and May 31, 2017, and sent via certified mail, Defendant was provided with notice of its alleged violations of the CLRA pursuant to California Civil Code Section 1782(a) and it was demanded that Defendant rectify the problems associated with the behavior detailed above. As of the filing of this Complaint, Defendant has failed to adequately respond to these demands and has failed to give notice to all affected consumers, as required by California Civil Code Section 1782.

132. Accordingly, Plaintiffs seek an order enjoining the acts and practices described above.

133. Plaintiffs additionally seek actual damages, restitution, statutory and punitive damages, attorneys' fees and costs, and any other relief that the Court deems proper under Section 1780(a) of the CLRA pursuant to Civil Code Section

1782(d), due to Defendant's failure to rectify or agree to adequately rectify its violations as detailed above.

SEVENTH CAUSE OF ACTION

(Violation of Unfair Competition Law,

California Business & Professions Code § 17200 et seq. ("UCL") on behalf of the Nationwide Class or, in the alternative, the California Sub-Class)

134. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

135. Plaintiffs Brian Mann and Lucia Luong bring this cause of action on behalf of themselves, the nationwide class, and in the alternative, the California Sub- Class.

136. California Business & Professions Code Section 17200 prohibits acts of "unfair competition," including any "unlawful, unfair or fraudulent business act or practice" and "unfair, deceptive, untrue or misleading advertising."

137. Defendant knew that the Class Vehicles' front windshields suffered from an inherent defect, were defectively designed and/or manufactured, would fail prematurely, and were not suitable for their intended use.

138. In failing to disclose the Windshield Defect, Defendant knowingly and intentionally concealed material facts and breached its duty not to do so, thereby engaging in a fraudulent business act or practice within the meaning of the UCL.

139. Defendant was under a duty to Plaintiffs and the other Class Members to disclose the defective nature of the Class Vehicles' front windshields because:

a. Defendant was in a superior position to know the true state of facts about the safety defect in the Class Vehicles' front windshields;

b. Defendant made partial disclosures about the quality of the Class Vehicles without revealing the defective nature of the Class Vehicles' front windshields; and

c. Defendant actively concealed the defective nature of the Class Vehicles' front windshields from Plaintiffs and Class Members at the time of sale and thereafter.

140. The facts concealed or not disclosed by Defendant to Plaintiffs and the other Class Members are material because a reasonable person would have considered them to be important in deciding whether or not to purchase or lease Defendant's Class Vehicles, or to pay less for them. Had Plaintiffs and other Class Members known that the Class Vehicles suffered from the Windshield Defect described herein, they would not have purchased or leased the Class Vehicles or would have paid less for them.

141. Defendant continued to conceal the defective nature of the Class Vehicles and their windshields even after Class Members began to report problems. Indeed, Defendant continues to cover up and conceal the true nature of this systematic problem today.

142. Defendant's omissions of material facts, as set forth herein, also constitute "unfair" business acts and practices within the meaning of the UCL, in that Defendant's conduct was injurious to consumers, offended public policy, and was unethical and unscrupulous. Plaintiffs also assert a violation of public policy arising from Defendant's withholding of material safety facts from consumers. Defendant's violation of consumer protection and unfair competition laws resulted in harm to consumers.

143. Defendant's omissions of material facts, as set forth herein, also constitute unlawful business acts or practices because they violate consumer protection laws, warranty laws and the common law as set forth herein.

144. Thus, by its conduct, Defendant has engaged in unfair competition and unlawful, unfair, and fraudulent business practices.

145. Defendant's unfair or deceptive acts or practices occurred repeatedly in Defendant's trade or business, and were capable of deceiving a substantial portion of the purchasing public.

146. As a direct and proximate result of Defendant's unfair and deceptive practices, Plaintiffs and Class Members have suffered and will continue to suffer actual damages.

147. Defendant has been unjustly enriched and should be required to make restitution to Plaintiffs and Class Members pursuant to sections 17203 and 17204 of the Business & Professions Code.

EIGHTH CAUSE OF ACTION

(Breach of Implied Warranty pursuant to Song-Beverly Consumer Warranty Act, California Civil Code §§ 1792 and 1791.1 *et seq.*, and Cal. Comm. Code §2314 on behalf of the California Sub-Class)

148. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

149. Plaintiffs Brian Mann and Lucia Luong bring this cause of action on behalf of the California Sub- Class.

150. Defendant was at all relevant times the manufacturer, distributor, warrantor, and/or seller of the Class Vehicles. Defendant knew or had reason to know of the specific use for which the Class Vehicles were purchased.

151. Defendant provided Plaintiffs and Class Members with an implied warranty that the Class Vehicles and any parts thereof were merchantable and fit for the ordinary purposes for which they were sold. However, the Class Vehicles were and are not fit for their ordinary purpose of providing reasonably reliable and safe transportation because the Class Vehicles suffer from a Windshield Defect that can make driving unreasonably dangerous.

152. Defendant impliedly warranted that the Class Vehicles were of merchantable quality and fit for such use. This implied warranty included, among other things: (i) a warranty that the Class Vehicles' front windshields designed, manufactured, supplied, distributed, and/or sold by Defendant were safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles' front windshields would be fit for their intended use while the Class Vehicles were being operated.

153. Contrary to the applicable implied warranties, the Class Vehicles' front windshields, at the time of sale and thereafter, were not fit for their ordinary and intended purpose of providing Plaintiffs and the other Class Members with reliable, durable, and safe transportation. Instead, the Class Vehicles are defective, as described more fully above.

154. Defendant's actions, as complained of herein, breached the implied warranty that the Class Vehicles were of merchantable quality and fit for such use in violation of California Civil Code sections 1792 and 1791.1, and California Commercial Code section 2314.

NINTH CAUSE OF ACTION

(Breach of Express Warranty, Cal. Com. Code § 2313 on behalf of the
California Sub-Class)

155. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

156. Plaintiffs Brian Mann and Lucia Luong bring this cause of action on behalf of themselves and the California Sub- Class.

157. As a result of Defendant's breach of the applicable express warranties, owners and/or lessees of the Class Vehicles suffered, and continue to suffer, an ascertainable loss of money, property, and/or value of their Class Vehicles. Additionally, as a result of the Windshield Defect, Plaintiffs and Class Members were harmed and suffered actual damages in that the Class Vehicles' windshields are substantially certain to fail before their expected useful life has run.

158. Defendant provided all purchasers and lessees of the Class Vehicles with the express warranty described herein, which became a material part of the bargain. Accordingly, Defendant's express warranty is an express warranty under California law.

159. Defendant manufactured and/or installed the front windshield in the Class Vehicles, and it is covered by the express warranty.

160. Subaru provided all purchasers and lessees of the Class Vehicles with New Car Limited Warranty. In this New Car Limited Warranty, Subaru expressly warranted that it covered "any repairs needed to correct defects in material or workmanship reported during the applicable warranty period which occur under normal use." Subaru promised Basic Coverage under the New Car Limited Warranty of "3 years or 36,000 miles, whichever comes first."

161. Defendant breached the express warranty through the acts and omissions described above.

162. Plaintiffs requested and were denied warranty coverage by one of Defendant's dealers. Plaintiffs were not required to notify Subaru of the breach

because affording Subaru a reasonable opportunity to cure its breach of written warranty would have been futile. Subaru was also on notice of the Defect from the complaints and service requests it received from Class Members, from repairs and/or replacements of the Class Vehicles' front windshields, and through other internal sources.

163. As a result of Defendant's breach of the express warranty, Plaintiffs and Class Members are entitled to legal and equitable relief against Defendant, including actual damages, specific performance, attorney's fees, costs of suit, and other relief as appropriate.

TENTH CAUSE OF ACTION

(Fraudulent Omission on behalf of the California Sub-Class)

164. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

165. Plaintiffs Brian Mann and Lucia Luong bring this cause of action on behalf of themselves and the California Sub-Class.

166. Defendant knew that the Class Vehicles' front windshields were defectively designed and/or manufactured, would fail, and were not suitable for their intended use.

167. Defendant concealed from and failed to disclose to Plaintiffs and Class Members the defective nature of the Class Vehicles and their windshields.

168. Defendant was under a duty to Plaintiffs and Class Members to disclose the defective nature of the Class Vehicles' front windshields because:

- a. Defendant was in a superior position to know the true state of facts about the safety defect contained in the Class Vehicles' front windshields;
- b. Defendant made partial disclosures about the quality of the Class Vehicles without revealing the defective nature of the front windshields; and,

c. Defendant actively concealed the defective nature of the Class Vehicles' front windshields from Plaintiffs and Class Members.

169. The facts concealed or not disclosed by Defendant to Plaintiffs and the other Class Members are material in that a reasonable person would have considered them to be important in deciding whether to purchase or lease Defendant's Class Vehicles or pay a lesser price for them. Had Plaintiffs and Class Members known about the defective nature of the Class Vehicles' front windshields, they would not have purchased or leased the Class Vehicles, or would have paid less for them.

170. Defendant concealed or failed to disclose the true nature of the design and/or manufacturing defects contained in the Class Vehicles' front windshields in order to induce Plaintiffs and Class Members to act thereon. Plaintiffs and the other Class Members justifiably relied on Defendant's omissions to their detriment. This detriment is evident from Plaintiffs' and Class Members' purchase or lease of Defendant's defective Class Vehicles.

171. Defendant continued to conceal the defective nature of the Class Vehicles' front windshields even after Class Members began to report the problems. Indeed, Defendant continues to cover up and conceal the true nature of the problem today.

172. As a direct and proximate result of Defendant's misconduct, Plaintiffs and Class Members have suffered and will continue to suffer actual damages.

ELEVENTH CAUSE OF ACTION

(Breach of Written Warranty Under Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.* on behalf of the Nationwide Class, or in the alternative the New Jersey Sub-Class, the New York Sub-Class, and the California Sub-Class)

173. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

174. Plaintiffs bring this cause of action on behalf of themselves, the Nationwide Class, and in the alternative, on behalf of the New Jersey Sub-Class, the New York Sub-Class and the California Sub-Class.

175. Plaintiffs and Class Members are “consumers” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

176. Defendant is a “supplier” and “warrantor” within the meaning of 15 U.S.C. §§ 2301(4)-(5).

177. The Class Vehicles are “consumer products” within the meaning of 15 U.S.C. § 2301(1).

178. Defendant’s express warranty is a “written warranty” within the meaning of 15 U.S.C. §2301(6).

179. Defendant breached the express warranty by virtue of the above-described acts.

180. Plaintiffs and the other Class Members notified Defendant of the breach within a reasonable time and/or were not required to do so. Defendant was also on notice of the Windshield Defect from, among other sources, the complaints and service requests it received from Class Members and its dealers.

181. Defendant’s breach of the express warranty deprived Plaintiffs and Class Members of the benefits of their bargains.

182. As a direct and proximate result of Defendant's breach of the express warranty, Plaintiffs and the other Class Members sustained damages and other losses in an amount to be determined at trial. Defendant's conduct damaged Plaintiffs and the other Class Members, who are entitled to recover actual damages, consequential damages, specific performance, diminution in value, and costs, including statutory attorney fees and/or other relief as appropriate.

TWELFTH CAUSE OF ACTION

(Breach of Implied Warranty Under Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.* on behalf of the Nationwide Class, or in the alternative the New Jersey Sub-Class, and the California Sub-Class)

183. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

184. Plaintiffs bring this cause of action on behalf of themselves, the Nationwide Class, and in the alternative, on behalf of the New Jersey Sub-Class, the New York Sub-Class and the California Sub-Class.

185. Plaintiffs and Class Members are "consumers" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

186. Defendant is a "supplier" and "warrantor" within the meaning of 15 U.S.C. §§ 2301(4)-(5).

187. The Class Vehicles are "consumer products" within the meaning of 15 U.S.C. § 2301(1).

188. Defendant's implied warranty is a "implied warranty" within the meaning of 15 U.S.C. §2301(7).

189. Defendant breached the implied warranty by virtue of the above-described acts.

190. Plaintiffs and the other Class Members notified Defendant of the breach within a reasonable time and/or were not required to do so. Defendant was also on notice of the Windshield Defect from, among other sources, the complaints and service requests it received from Class Members and its dealers.

191. Defendant's breach of the implied warranty deprived Plaintiffs and Class Members of the benefits of their bargains.

192. As a direct and proximate result of Defendant's breach of the implied warranty, Plaintiffs and the other Class Members sustained damages and other losses in an amount to be determined at trial. Defendant's conduct damaged Plaintiffs and the other Class Members, who are entitled to recover actual damages, consequential damages, specific performance, diminution in value, and costs, including statutory attorney fees and/or other relief as appropriate

RELIEF REQUESTED

193. Plaintiffs, on behalf of themselves and all others similarly situated, request the Court to enter judgment against Defendant, and issue an order providing the following relief:

- a. That Defendant provide notice, in a form pre-approved by the counsel identified below, to all Class Members, and in the said notice offer to replace the defective windshield contained in every Class Vehicle with a non-defective windshield;
- b. That Defendant provide notice, in a form pre-approved by the counsel identified below, to all Class Members, and in the said notice extend the warranty for the Class Vehicles' front windshield to 10 years /unlimited mileage.
- c. That Defendant offer to reimburse all Class Members all expenses already incurred as a result of the Windshield Defect,

including repairs, diagnostics, and any other consequential and incidental damages (*e.g.* towing charges, vehicle rentals, etc.).

- d. That Defendant immediately cease the sale and leasing of the Class Vehicles at all authorized Subaru dealerships without first notifying the purchasers of the Windshield Defect, and otherwise immediately cease to engage in the violations of law as set forth above.
- e. Damages and restitution in an amount to be proven at trial.
- f. An order certifying the proposed Class and Sub-Classes, designating Plaintiffs as named representatives of the Class and Sub-Classes, and designating the undersigned as Class Counsel;
- g. A declaration that Defendant is financially responsible for notifying all Class Members about the defective nature of the Class Vehicles' front windshields;
- h. Any and all remedies provided pursuant to the state consumer protection laws, express and implied warranty laws, and fraudulent omissions laws alleged herein;
- i. An award to Plaintiffs and the Class of compensatory, exemplary, and statutory damages, including interest, in an amount to be proven at trial;
- j. A declaration that Defendant must disgorge, for the benefit of the Class, all or part of the ill-gotten profits it received from the sale or lease of the Class Vehicles, and/or make full restitution to Plaintiffs and Class Members;

- k. An award of attorneys' fees and costs, as allowable under the N.J. Stat. Ann. § 56:8-19, N.Y. G.BL. § 349(h), California Code of Civil Procedure Section 1021.5, and the other laws pursuant to which Plaintiffs' claims are brought or as otherwise allowed by law;
- l. An award of pre-judgment and post-judgment interest, as provided by law;
- m. Leave to amend the Complaint to add additional class representatives, and conform to the evidence produced at trial; and,
- n. Such other relief as may be appropriate under the circumstances.

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury of any and all issues in this action so triable as of right.

Dated: April 4, 2019

By: /s/ Lee Albert

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